

THE LAMPO GROUP, LLC, et al.

vs.

PAFFRATH, et al.

JACK BOONE GALLOWAY, JR.

October 29, 2019



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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE, AT NASHVILLE

THE LAMPO GROUP, LLC, D/B/A
RAMSEY SOLUTIONS,

Plaintiff,

vs. Case No. 3:18-CV-01402

KEVIN HELMUT PAFFRATH, THE
PAFFRATH ORGANIZATION, and
MEETNDONE CORPORATION,

Defendants.

Deposition of:
JACK BOONE GALLOWAY, JR.
Taken on behalf of the Defendants
October 29, 2019

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A P P E A R A N C E S

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S T I P U L A T I O N S

1 The deposition of JACK BOONE GALLOWAY, JR.,
2 was taken by counsel for the Defendants, at Bradley
3 Arant Boulton & Cummings, LLP, 1600 Division Street,
4 Suite 700, Nashville, Tennessee, on October 29, 2019,
5 for all purposes under the Federal Rules of Civil
6 Procedure.

7 All formalities as to caption, notice,
8 statement of appearance, et cetera, are waived. All
9 objections, except as to the form of the questions,
10 are reserved to the hearing, and that said deposition
11 may be read and used in evidence in said cause of
12 action in any trial thereon or any proceeding herein.

13 It is agreed that SARAH N. LINDER, LCR,
14 Notary Public and Court Reporter for the State of
15 Tennessee, may swear the witness, and that the
16 reading and signing of the completed deposition by
17 the witness are not waived.
18
19
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24
25

* * *

1 JACK BOONE GALLOWAY, JR.,
2 was called as a witness, and having first been duly
3 sworn, testified as follows:
4

5 EXAMINATION

6 QUESTIONS BY MR. HORWITZ:

7 Q. Good morning, Mr. Galloway.

8 A. Good morning.

9 Q. My name is Daniel Horwitz. I represent the
10 defendants in this matter. Just a couple of ground
11 rules before we get started. Have you ever been
12 deposed before?
13

14 A. No.

15 Q. So when I ask a question, I'm gonna ask that
16 you please let me finish my question and then give
17 your answer to the question. I won't interrupt you;
18 you won't interrupt me, it'll make the court
19 reporter's life a lot easier. If I ask you a
20 question to which the answer is yes or no, I'm gonna
21 ask you to please give an audible response rather
22 than shaking your head yes or no because it's not
23 gonna be able to come down on the transcript.
24 Additionally, if I ask you a question that you don't
25 understand, will you tell me?

1 A. Yes.

2 Q. Is it fair for anyone reading this transcript
3 after it's complete to assume that you understood a
4 question if you answered it and didn't ask me to
5 clarify it?

6 A. Yes.

7 MR. HORWITZ: Y'all ready to begin?
8 (No response.)

9 BY MR. HORWITZ:

10 Q. Will you please state your full name for the
11 record?

12 A. Jack Boone Galloway, Jr.

13 Q. And where are you employed, sir?

14 A. Ramsey Solutions.

15 Q. Is that also The Lampo Group?

16 A. Lamper -- Lampo Group, d/b/a, Ramsey
17 Solutions.

18 Q. To your knowledge, is that the plaintiff in
19 this matter?

20 A. Yes.

21 Q. So if we refer to The Lampo Group, or the
22 plaintiff, or Ramsey Solutions, we're all talking
23 about the same entity, right?

24 A. Yes.

25 Q. Have you ever been involved in litigation as

1 a witness before?

2 A. No.

3 Q. Never testified at a deposition?

4 A. No.

5 Q. Never testified at a trial?

6 A. No.

7 Q. Have you ever been sued before?

8 A. No.

9 Q. To your knowledge, has The Lampo Group ever
10 been sued before?

11 A. No.

12 Q. How long have you been employed at The Lampo
13 Group?

14 A. 19 years, 4 months.

15 Q. During the past 19 years and 4 months, has
16 The Lampo Group ever been involved in other
17 litigation outside of this matter?

18 MR. BUNDREN: Objection, foundation.
19 You can answer.

20 THE WITNESS: Okay. Is it okay to change
21 an answer that I gave previously if I -- it's --

22 MR. BUNDREN: If you need to correct
23 something --

24 THE WITNESS: Okay.

25 MR. BUNDREN: -- on the record, go ahead.

1 **THE WITNESS: It's not -- you asked if we**
 2 **had ever been sued. We may have been sued once by a**
 3 **radio station in Montana.**
 4 BY MR. HORWITZ:
 5 Q. Approximately when would that have occurred?
 6 **A. 2010.**
 7 Q. And what was the nature of that litigation?
 8 **A. Radio affiliate contracts.**
 9 Q. And that's the only piece of litigation that
 10 you're aware of since you've been employed?
 11 **A. Yes.**
 12 Q. Have you ever sent cease and desist letters
 13 to anyone during your employment?
 14 **A. I--**
 15 MR. BUNDREN: Objection, foundation.
 16 BY MR. HORWITZ:
 17 Q. You don't know?
 18 **A. I do not.**
 19 Q. Could you tell me who would know the answer
 20 to that?
 21 MR. BUNDREN: Objection, speculation.
 22 BY MR. HORWITZ:
 23 Q. If you know, can you tell me who would know
 24 the answer?
 25 MR. BUNDREN: Same objection.

1 BY MR. HORWITZ:
 2 Q. You can answer these questions.
 3 **THE WITNESS: Do I answer when you**
 4 **object?**
 5 MR. BUNDREN: Yeah.
 6 **THE WITNESS: Okay.**
 7 MR. BUNDREN: Unless I tell you not to.
 8 **THE WITNESS: It would be Matt Blackburn**
 9 **who was our general counsel and is no longer employed**
 10 **by the company.**
 11 BY MR. HORWITZ:
 12 Q. Would anyone else know the answer to that
 13 information?
 14 MR. BUNDREN: Objection, speculation,
 15 foundation.
 16 **THE WITNESS: Yes. Dave would be**
 17 **familiar with any cease and desist we had sent.**
 18 BY MR. HORWITZ:
 19 Q. Dave Ramsey?
 20 **A. Yes.**
 21 Q. Is Dave Ramsey aware of this litigation?
 22 **A. Yes.**
 23 Q. What does he know about this litigation to
 24 your knowledge?
 25 MR. BUNDREN: Objection, foundation,

1 speculation.
 2 **THE WITNESS: He knows that we are in**
 3 **litigation with Mr. Paffrath over our ELP contract**
 4 **and he's aware that I'm here today.**
 5 BY MR. HORWITZ:
 6 Q. Given these objections, I'm gonna back up and
 7 do something that I should have done at the
 8 beginning. Sir, I've just handed you a document.
 9 Will you read the title of that document to me,
 10 please?
 11 **A. This part up here (indicating)?**
 12 Q. No, the part that says plaintiff's Rule 26.
 13 **A. Plaintiff's rules -- plaintiff's Rule**
 14 **26(a)(1) initial disclosures.**
 15 Q. And will you please read the bolded section
 16 A?
 17 **A. The --**
 18 MR. BUNDREN: We'll -- objection. We'll
 19 stipulate to what exhibit -- what section A says.
 20 MR. HORWITZ: I'd still like --
 21 MR. BUNDREN: You can --
 22 MR. HORWITZ: -- to read it for the
 23 record.
 24 MR. BUNDREN: You can ask him what he
 25 knows or if he participated in drafting these

1 disclosures. That's fair game. But to have him sit
 2 here and read the document, if that's how you want to
 3 use your seven hours, go right ahead.
 4 Go ahead.
 5 MR. HORWITZ: Are you done?
 6 MR. BUNDREN: Yeah.
 7 BY MR. HORWITZ:
 8 Q. Will you please read the bolded section A?
 9 **A. The name and, if known, the address and**
 10 **telephone number of each individual likely to have**
 11 **discoverable information along with the subjects of**
 12 **that information that the disclosing party may use to**
 13 **support its claims or defenses, unless the use would**
 14 **be solely for impeachment.**
 15 Q. And, sir, would you agree with me that below
 16 that section you are not listed?
 17 **A. Yes, I would agree. Are you talking about**
 18 **anywhere in the document?**
 19 Q. I'm talking about on page 1 or 2 under
 20 subsection A.
 21 **A. I do not see my name on page 1 or 2.**
 22 Q. Okay.
 23 MR. HORWITZ: I'd like to tender this as
 24 Exhibit 1, please.
 25 (WHEREUPON, the above-mentioned document

1 was marked as Exhibit Number 1.)
 2 BY MR. HORWITZ:
 3 Q. Sir, I've just handed you another document.
 4 This is an e-mail from your counsel to me. Would you
 5 please read the highlighted portion of that e-mail?
 6 MR. BUNDREN: Go ahead.
 7 **THE WITNESS: Lampo has not listed Mr.**
 8 **Galloway on its Rule 26(a)(1) disclosures; yet, it is**
 9 **willing to produce him for a deposition. Please note**
 10 **that the failure to include Mr. Galloway was an**
 11 **inadvertent mistake. Lampo will supplement its**
 12 **disclosures and include Mr. Galloway who was relevant**
 13 **information -- who has relevant information as he**
 14 **verified the complaint filed in this matter.**
 15 MR. HORWITZ: I'd like to tender this as
 16 Exhibit 2, please.
 17 (WHEREUPON, the above-mentioned document
 18 was marked as Exhibit Number 2.)
 19 BY MR. HORWITZ:
 20 Q. Mr. Galloway, to your knowledge, has the
 21 plaintiff ever updated its Rule 26 disclosures prior
 22 to this deposition taking place?
 23 MR. BUNDREN: Objection, foundation,
 24 relevance, harassing but you can answer.
 25 **THE WITNESS: I do not have knowledge of**

1 **that.**
 2 BY MR. HORWITZ:
 3 Q. Would you have any reason to disagree with me
 4 if I represented to you that it had not?
 5 MR. BUNDREN: Objection, foundation,
 6 personal knowledge, and harassing, but you can
 7 answer, and relevance.
 8 **THE WITNESS: I do not have knowledge of**
 9 **that so I would not disagree.**
 10 BY MR. HORWITZ:
 11 Q. If you come to have knowledge that your --
 12 that the plaintiff's initial disclosures were updated
 13 prior to today's date, will you send any document to
 14 that effect to the court reporter which we'll tender
 15 as Late-Filed Exhibit 3?
 16 MR. BUNDREN: We don't file late-filed
 17 exhibits here so I would object to that. If he --
 18 MR. HORWITZ: Brandon, I'm gonna object
 19 to all the --
 20 MR. BUNDREN: If any exhibits you want to
 21 mark in this deposition, you mark them today;
 22 otherwise, they will not be marked to this
 23 deposition. If you want to seek leave to take his
 24 deposition later, you have more than your ability to
 25 do so. So we would object to that.

1 To the extent you can answer the
 2 question, you can answer.
 3 **THE WITNESS: Please repeat the question.**
 4 BY MR. HORWITZ:
 5 Q. If you come to find that initial disclosures
 6 were updated prior to today's date, will you please
 7 send them to the court reporter and we will have them
 8 filed as Late-Filed Exhibit 3?
 9 **A. Yes.**
 10 MR. BUNDREN: Objection. Same objection.
 11 Go ahead, answer. Let me object first.
 12 **THE WITNESS: Okay.**
 13 MR. BUNDREN: So go ahead and answer the
 14 question.
 15 **THE WITNESS: Yes.**
 16 (WHEREUPON, the above-mentioned document
 17 was designated to be marked as Late-Filed Exhibit
 18 Number 3, when provided.)
 19 MR. HORWITZ: Thank you. And I'm just
 20 gonna place this on the record: This is a time limit
 21 deposition.
 22 MR. BUNDREN: Uh-huh.
 23 MR. HORWITZ: All of these spoken
 24 objections are improper. I'd like to continue with
 25 this and get this done so that we can do so that we

1 can get out of here. How about that?
 2 MR. BUNDREN: I would disagree with you
 3 about the objections being improper. I'm entitled
 4 under the Rules to state my objections for the record
 5 so the Court can consider them. I would like to get
 6 this deposition done too quickly, but we are going to
 7 make our objections and protect the record.
 8 You may continue.
 9 BY MR. HORWITZ:
 10 Q. I mention all of this just so that you know I
 11 don't know what you know because your attorneys
 12 haven't told me. So as part of this deposition,
 13 there may be times that I ask you questions that you
 14 don't know the answer to. So if I ask you a question
 15 that you don't know the answer to, will you tell me?
 16 **A. Yes.**
 17 MR. BUNDREN: Objection, compound, vague,
 18 and ambiguous.
 19 You can answer.
 20 **THE WITNESS: Yes.**
 21 BY MR. HORWITZ:
 22 Q. Additionally, if I ask you a question that
 23 you don't have personal knowledge about, will you
 24 tell me that?
 25 **A. Yes.**

1 Q. And just so that we're operating under the
 2 same understanding, what does personal knowledge mean
 3 to you?
 4 MR. BUNDREN: Objection, calls for a
 5 legal conclusion.
 6 You can answer.
 7 **THE WITNESS: Personal knowledge means I**
 8 **was personally involved or had firsthand or**
 9 **secondhand knowledge.**
 10 BY MR. HORWITZ:
 11 Q. If you have secondhand knowledge, will you
 12 tell me where you got it from?
 13 MR. BUNDREN: Objection to the form.
 14 **THE WITNESS: Yes.**
 15 BY MR. HORWITZ:
 16 Q. Sir, you mentioned a moment ago that Dave
 17 Ramsey was aware of this litigation; is that correct?
 18 **A. Yes.**
 19 Q. Is Dave Ramsey interested in litigation where
 20 he is criticized?
 21 MR. BUNDREN: Objection to the form,
 22 speculation, vague, ambiguous.
 23 **THE WITNESS: No.**
 24 BY MR. HORWITZ:
 25 Q. I've just handed you an article. Will you

1 please read the title of that article?
 2 **A. Spies, Cash, and Fear Inside Christian Money**
 3 **Guru Dave Ramsey's Social Media Witch Hunt.**
 4 Q. Have you ever seen this article before, sir?
 5 **A. (Reviews document.) Yes.**
 6 Q. And when did you first come to see this
 7 article?
 8 **A. When it was made public on The Daily Beast.**
 9 Q. Was there internal discussion about this
 10 article?
 11 MR. BUNDREN: Objection, relevance,
 12 harassing.
 13 **THE WITNESS: Yes.**
 14 BY MR. HORWITZ:
 15 Q. Did you ever discuss this article with Dave
 16 Ramsey?
 17 MR. BUNDREN: Same objection.
 18 **THE WITNESS: I was in meetings where it**
 19 **was discussed and Dave was there. Dave and I did not**
 20 **sit down and have one-to-one meetings about this.**
 21 BY MR. HORWITZ:
 22 Q. Has Dave Ramsey ever pulled a gun out of a
 23 bag to try to teach a lesson about gossip?
 24 MR. BUNDREN: Objection, harassing, and
 25 relevance. We're getting pretty far afield from the

1 claims made in this case. If we need to call the
 2 Judge, we will so I wouldn't spend much time on this.
 3 You can answer.
 4 **THE WITNESS: Yes.**
 5 BY MR. HORWITZ:
 6 Q. Is it fair to say that Dave Ramsey does not
 7 like being criticized online?
 8 MR. BUNDREN: Objection, foundation,
 9 argumentative, and harassing.
 10 **THE WITNESS: He does not dislike it more**
 11 **than any other person that I know.**
 12 BY MR. HORWITZ:
 13 Q. Are you familiar with the allegations made by
 14 former employees within this article?
 15 MR. BUNDREN: Objection, lack of
 16 foundation.
 17 **THE WITNESS: Very vaguely. I could not**
 18 **tell you what they are sitting here today without**
 19 **reading the article.**
 20 BY MR. HORWITZ:
 21 Q. Well, take a -- take a moment to familiarize
 22 yourself with them because I'd like to go through
 23 some of them.
 24 **A. (Reviews document.) Is there a particular --**
 25 **it's a long article. Is there a particular piece of**

1 **it you'd like me to read?**
 2 Q. Has Dave Ramsey ever offered a cash bounty
 3 for information related to criticism of him online?
 4 MR. BUNDREN: Objection.
 5 Don't answer the question.
 6 We're gonna adjourn the deposition and
 7 call the Court at this point. You're free to record
 8 and type the -- what we talk about with the Court but
 9 I just -- we're -- don't answer the question.
 10 MR. HORWITZ: Can you explain the nature
 11 of that objection?
 12 MR. BUNDREN: Yeah, relevance, harassing.
 13 It has nothing to do with this case so we're gonna
 14 call the Court and we're gonna see if the Judge
 15 thinks it's relevant. And if she does, then we
 16 can -- you can proceed and ask him questions but --
 17 is that what you want to do?
 18 MR. HORWITZ: It's your objection.
 19 MR. BUNDREN: I'm instructing him not to
 20 answer. So do you want to call the Court? We're
 21 happy to do it.
 22 MR. HORWITZ: If you'd like to call the
 23 Court to sustain that objection --
 24 MR. BUNDREN: Hey, this is your -- this
 25 is your deposition. If you want to proceed with

1 asking questions about this article that has
 2 absolutely nothing to do with this case, then that's
 3 what we're gonna have to do. If you want to stop
 4 asking questions and start to move on to stuff that's
 5 relevant in this case, then we can do that. How
 6 would you want to proceed?
 7 BY MR. HORWITZ:
 8 Q. When did Dave Ramsey first become aware of
 9 this litigation to your knowledge?
 10 **A. My best guess would be, of the litigation,**
 11 **when it was filed and I don't know that date but...**
 12 Q. Was this litigation filed at Dave Ramsey's
 13 direction?
 14 MR. BUNDREN: Objection to the form,
 15 speculation, foundation.
 16 **THE WITNESS: It was a group decision by**
 17 **our executive leadership of which Dave is the CEO.**
 18 BY MR. HORWITZ:
 19 Q. Was that decision made in a meeting?
 20 **A. My recollection of it is poor. My best**
 21 **recollection would be that Dave, our general**
 22 **counsel -- not the entire group in a board meeting**
 23 **but that they would have been made aware of. But the**
 24 **decision would have been between Dave, myself, our**
 25 **general counsel. It's possible there were other**

1 **people in that conversation but I don't have memory**
 2 **of who they would be.**
 3 MR. BUNDREN: And I would remind the
 4 witness that communications involving the general
 5 counsel are privileged and not to be disclosed.
 6 **THE WITNESS: Okay. All communication**
 7 **included general counsel.**
 8 BY MR. HORWITZ:
 9 Q. Approximately when did this meeting take
 10 place?
 11 **A. Shortly before it was filed. I don't know**
 12 **the date.**
 13 Q. And you were the one who verified the
 14 complaint that was filed in this matter; is that
 15 correct?
 16 **A. Correct.**
 17 Q. Who did you talk to at Lampo before verifying
 18 the complaint?
 19 **A. General counsel. To my knowledge,**
 20 **communication was done via e-mail with general**
 21 **counsel, myself, and Dave Ramsey.**
 22 Q. Is it fair to say that Dave Ramsey is
 23 familiar with the allegations in this complaint?
 24 MR. BUNDREN: Objection to the form,
 25 foundation, speculation.

1 **THE WITNESS: Yes.**
 2 BY MR. HORWITZ:
 3 Q. Sir, what documents did you review before
 4 verifying the complaint?
 5 **A. The YouTube videos. And to my knowledge,**
 6 **that's -- that's the documents.**
 7 Q. Sir, a couple of days ago, did you verify any
 8 interrogatory responses in this matter?
 9 **A. Yes.**
 10 Q. And you verified them under oath; is that
 11 correct?
 12 **A. Correct.**
 13 Q. There's no reason why you would have given a
 14 false answer under oath, correct?
 15 MR. BUNDREN: Objection, argumentative.
 16 **THE WITNESS: Correct.**
 17 BY MR. HORWITZ:
 18 Q. So these interrogatories are true and correct
 19 to the best of your knowledge?
 20 MR. BUNDREN: Objection, lack of
 21 foundation. The witness hasn't been presented with
 22 all the interrogatories that he verified, only a
 23 portion of them.
 24 Go ahead. You can answer.
 25 **THE WITNESS: Correct.**

1 BY MR. HORWITZ:
 2 Q. Your answers were also verified on behalf of
 3 the entire The Lampo Group, not just your own
 4 personal knowledge; is that correct?
 5 MR. BUNDREN: Objection to the form,
 6 compound.
 7 **THE WITNESS: Please re-ask the question.**
 8 BY MR. HORWITZ:
 9 Q. I'm not trying to confuse you. The
 10 verification that you signed, I'm just reading it out
 11 loud. I am authorized to make this verification on
 12 behalf of the company. These answers are based upon
 13 the company's knowledge and are true and correct to
 14 the best of my knowledge, information, and belief.
 15 **A. Correct.**
 16 Q. Does that sound right?
 17 **A. Yes.**
 18 Q. I'd like to direct your attention to
 19 Interrogatory Number 2. It's on the first page of
 20 the document that I just handed you. Will you please
 21 read -- well, I'll read it for you. The question,
 22 the interrogatory, states: Identify all of the
 23 business Lampo lost and the name, address, and
 24 telephone number of each and every customer, client,
 25 or agent you claim to have lost in connection with

1 Lampo's ELP program as a result of defendant's
 2 alleged actions. Did I read that correctly, sir?
 3 **A. Yes.**
 4 Q. Can you flip to the following page and read
 5 the answer that was given?
 6 **A. As a result of the defendant's breach of the**
 7 **ELP agreement, plaintiff would have been -- would**
 8 **have received the \$350 monthly administrative fee for**
 9 **a term of the ELP agreement from the defendant had**
 10 **defendant not breached the ELP agreement.**
 11 **Accordingly, plaintiff seeks as damages the \$350**
 12 **monthly administrative fee for the term of the ELP**
 13 **agreement.**
 14 Q. Would you agree with me that there is no
 15 customer named in that answer?
 16 MR. BUNDREN: Objection, argumentative.
 17 You can answer.
 18 **THE WITNESS: Yes.**
 19 BY MR. HORWITZ:
 20 Q. Would you agree with me that there is no
 21 client named in that answer?
 22 MR. BUNDREN: Objection, argumentative
 23 but you can answer.
 24 **THE WITNESS: Yes.**
 25 BY MR. HORWITZ:

1 Q. Would you agree with me that the only agent
 2 named in that answer is Kevin Paffrath?
 3 **A. I do not see Kevin Paffrath's name in the**
 4 **answer.**
 5 Q. Sir, if I represented to you that the
 6 defendant referenced in your answer was Kevin
 7 Paffrath, would you disagree with me?
 8 **A. I would not disagree.**
 9 Q. Would you agree with me that other than the
 10 defendant being named in that answer there is no
 11 other agent listed in it; is that correct?
 12 **A. Correct.**
 13 Q. So in terms of all of the business that Lampo
 14 claims to have lost in this matter, that does not
 15 include a single customer, does it?
 16 MR. BUNDREN: Objection to the form and
 17 argumentative.
 18 **THE WITNESS: There are not individual**
 19 **customers named in this answer.**
 20 BY MR. HORWITZ:
 21 Q. Do you know of any customers that you lost as
 22 a result of the allegations giving rise to this
 23 litigation?
 24 **A. I do not have a list of names.**
 25 Q. Do you have a single name?

1 **A. No.**
 2 Q. Do you have the name of a lost client as a
 3 result of the allegations giving rise to this matter?
 4 **A. No.**
 5 Q. Do you have any knowledge of any other ELP
 6 agent that you lost as a result of the allegations
 7 giving rise to this matter?
 8 **A. I do not have a list of names. Our brand is**
 9 **built on trust and integrity, and Mr. Paffrath's**
 10 **attacks on YouTube were attacks on our integrity and**
 11 **trust, but I do not have a list of names that made**
 12 **decisions based on that.**
 13 Q. Do you know of any other agent that you lost
 14 as a result of the allegations giving rise to the
 15 facts of this matter?
 16 **A. No.**
 17 Q. Sir, can you please turn back to the first
 18 page of the document that I handed you? I'm gonna
 19 read the question into the record. Identify the
 20 specific amount of damages that you claim --
 21 MR. BUNDREN: I'm sorry, where are you
 22 reading for the record? You said read the question.
 23 MR. HORWITZ: I am. Interrogatory 1.
 24 MR. BUNDREN: Thank you.
 25 BY MR. HORWITZ:

1 Q. Identify the specific amount of damages that
 2 you claim you sustained or are owed for each separate
 3 category of damages listed in section C of the
 4 plaintiff's 26(a)(1) disclosures and describe in
 5 detail how you calculated the amount of damages that
 6 you claim you sustained or are owed with respect to
 7 each category. Did I read that correctly?
 8 **A. Yes.**
 9 Q. Now, a moment ago, you referenced harm to
 10 your company's reputation; is that a fair
 11 characterization?
 12 **A. Yes.**
 13 Q. Will you tell me where in this answer you
 14 claim damage resulting from harm to your company's
 15 reputation?
 16 MR. BUNDREN: Objection to the form,
 17 argumentative, vague, and ambiguous.
 18 **THE WITNESS: (Reviews document.) I do**
 19 **not.**
 20 BY MR. HORWITZ:
 21 Q. It's fair to say it's not listed?
 22 MR. BUNDREN: Objection, argumentative --
 23 **THE WITNESS: Yes.**
 24 MR. BUNDREN: -- calls for a legal
 25 conclusion.

1 BY MR. HORWITZ:
 2 Q. Sir, the answer that you verified in response
 3 to Interrogatory 1 states that plaintiff seeks all
 4 profits gained by the defendants as a result of
 5 defendant's wrongful conduct, does it not?
 6 MR. BUNDREN: Objection to the form.
 7 That's exactly not what it says. The answer is
 8 listed under subject to this objection. Above the
 9 objection -- or above that are objections.
 10 BY MR. HORWITZ:
 11 Q. Let's do this: Why don't you read your
 12 entire answer to this interrogatory?
 13 **A. Answer: Objection. Section C of plaintiff's**
 14 **Rule 26(a)(1) disclosures states that plaintiff seeks**
 15 **all profits gained by the defendants as a result of**
 16 **the defendant's wrongful conduct. Plaintiff has**
 17 **sought this information in discovery from the**
 18 **defendants but defendants have objected to producing**
 19 **this information.**
 20 **Accordingly, plaintiff objects to this**
 21 **compound interrogatory because defendants have**
 22 **prevented plaintiff from accessing the documents and**
 23 **information needed to answer it. Once defendants**
 24 **fully and completely respond to plaintiff's discovery**
 25 **requests seeking this information, plaintiff will be**

1 **in a position to answer this compound interrogatory.**
 2 **Subject to this objection, one, plaintiff**
 3 **seeks as damages the \$350 monthly administrative fee**
 4 **for a term of the ELP agreement which plaintiff would**
 5 **have been entitled to receive had defendant not**
 6 **breached it. Two, which for the full term of the ELP**
 7 **agreement amounts to \$4,200.**
 8 **One, Ramsey further seeks to recover punitive**
 9 **and/or exemplary damages as allowed by law.**
 10 **One, Ramsey further seeks to recover as**
 11 **damages its attorneys' fees and costs in connection**
 12 **with this action pursuant to section 12 of the ELP**
 13 **agreement, pre-judgment and post-judgment interest**
 14 **and all costs of court.**
 15 Q. I'm interested now in the first paragraph of
 16 that answer. Sir, do you have any personal knowledge
 17 that the defendants acquired any of your customers as
 18 a result of the videos that were published?
 19 MR. BUNDREN: Objection to the preface.
 20 If you want to ask him if he's aware of that, then
 21 that's perfectly fine. But the witness did not
 22 verify that portion of the answer which the
 23 verification so states. So it's vague, confusing,
 24 compound, and irrelevant.
 25 You can answer.

1 **THE WITNESS: Do you mind to repeat the**
 2 **question?**
 3 BY MR. HORWITZ:
 4 Q. Do you have any personal knowledge that the
 5 defendants acquired any of the plaintiff's customers
 6 as a result of the videos that were published?
 7 **A. No.**
 8 Q. Do you have any personal knowledge the
 9 defendants acquired any customers at all as a result
 10 of the videos that were published?
 11 **A. No.**
 12 Q. Do you have any personal knowledge the
 13 defendants profited in any regard as a result of the
 14 videos that were published?
 15 **A. I'm aware that YouTube pays fees to anyone**
 16 **who has high traffic on their pages, but I do not**
 17 **have personal knowledge of Mr. Paffrath receiving**
 18 **money.**
 19 Q. Just to clarify, do you have any personal
 20 knowledge that Mr. Paffrath received any money as a
 21 result of the videos that were published?
 22 MR. BUNDREN: Objection, asked and
 23 answered.
 24 You can answer again.
 25 **THE WITNESS: No.**

1 MR. HORWITZ: A little bit of
 2 housekeeping. Brandon, I'm just gonna show you this.
 3 This is the subpoena --
 4 MR. BUNDREN: Sure.
 5 MR. HORWITZ: -- and the notice of
 6 deposition. I'm just gonna tender it as an exhibit
 7 if that's okay.
 8 MR. BUNDREN: Yeah.
 9 BY MR. HORWITZ:
 10 Q. Sir, there were some documents that the
 11 notice of --
 12 THE REPORTER: One question. I know
 13 there was an objection to 3 so are we making this 3
 14 or 4?
 15 MR. HORWITZ: 4.
 16 THE REPORTER: Sorry.
 17 (WHEREUPON, the above-mentioned document
 18 was marked as Exhibit Number 4.)
 19 BY MR. HORWITZ:
 20 Q. There were some documents that we had asked
 21 you to bring for this deposition. Do you have those
 22 with you today?
 23 MR. BUNDREN: Objection to the form.
 24 BY MR. HORWITZ:
 25 Q. Or does your counsel have them with him

1 today?

2 **A. I do not have documents with me today.**

3 MR. HORWITZ: Y'all brought them, though,
4 right?

5 MR. BUNDREN: That's exactly what I
6 handed you and what I e-mailed you before the
7 deposition but, yes, I have an extra copy if you want
8 it.

9 MR. HORWITZ: No. I just want to make
10 the documents an exhibit.

11 MR. BUNDREN: Sure.

12 MR. HORWITZ: And just make sure that
13 this is complete before I tender it as an exhibit.

14 MR. BUNDREN: (Reviews document.) Yes.
15 This is what Mr. Galloway's producing in response to
16 the subpoena.

17 MR. HORWITZ: Okay. I'm going to make
18 these the next exhibit, please.

19 (WHEREUPON, the above-mentioned document
20 was marked as Exhibit Number 5.)

21 BY MR. HORWITZ:

22 Q. Sir, you had mentioned a moment ago that you
23 have no personal knowledge that Mr. Paffrath got any
24 clients as a result of the videos that he publish; is
25 that a fair characterization?

1 **A. Yes.**

2 Q. Do you believe that he got clients as a
3 result of this, the publication of the videos, I
4 mean?

5 MR. BUNDREN: Objection.

6 **THE WITNESS: I do not know.**

7 BY MR. HORWITZ:

8 Q. You have no idea?

9 **A. Correct.**

10 Q. It would be pure speculation?

11 MR. BUNDREN: Objection to the
12 speculation.

13 **THE WITNESS: Yes, it would be.**

14 BY MR. HORWITZ:

15 Q. Sir, have you ever spoken to Kevin Paffrath?

16 **A. No, I have not.**

17 Q. That would include prior to him forming a
18 contractual relationship with your company; is that
19 correct?

20 **A. That's correct.**

21 Q. Do you have any personal knowledge of his
22 intentions with respect to contracting with your
23 company?

24 MR. BUNDREN: Objection to the form,
25 speculation, foundation. You can ask him if it's

1 based on his personal knowledge but I don't think
2 that cures the objections.

3 But if you can answer, go ahead.

4 **THE WITNESS: My personal knowledge would
5 include him verbally saying in a video that he should
6 infiltrate the ELP program.**

7 BY MR. HORWITZ:

8 Q. Okay. But before he contracted with your
9 company, you didn't have any personal knowledge about
10 his intentions, did you?

11 **A. No.**

12 Q. You mentioned that you had watched the videos
13 before filing this compliant; is that correct?

14 **A. Correct.**

15 Q. Would those be the Dave Ramsey Exposed video,
16 the A Message for Dave Ramsey video, and the Dave
17 Ramsey is Suing Me video?

18 **A. Correct.**

19 Q. And you've alleged that there were false
20 statements made within those videos; is that correct?

21 MR. BUNDREN: Objection to the form.

22 **THE WITNESS: Correct.**

23 BY MR. HORWITZ:

24 Q. Sir, what statements to the best of your
25 recollection were false in those videos?

1 MR. BUNDREN: I just want to be clear
2 just for the record that this witness is appearing as
3 a fact witness based on his personal knowledge of the
4 facts contained in this case and not as a corporate
5 representative.

6 But you can answer.

7 **THE WITNESS: He made statements that
8 Dave Ramsey lies; that any numbers that we had used
9 in describing our ELP program had been exaggerated or
10 falsified; that it was a scam; that the quality of
11 the program was terrible.**

12 BY MR. HORWITZ:

13 Q. Would you consider these objectively false
14 facts?

15 MR. BUNDREN: Objection to the form,
16 conclusions, foundation.

17 **THE WITNESS: Yes.**

18 BY MR. HORWITZ:

19 Q. That the quality of program was terrible is
20 an objectively false fact?

21 MR. BUNDREN: Objection to the form.
22 It's a conclusion of law. The witness isn't an
23 attorney.

24 **THE WITNESS: Yes.**

25 BY MR. HORWITZ:

1 Q. In the responses you just gave, are those
 2 direct quotes from the videos?
 3 **A. They are not direct quotes.**
 4 Q. I'm going to hand you some YouTube generated
 5 text transcripts.
 6 MR. HORWITZ: Brandon, just for the
 7 record, these have previously been filed under seal.
 8 BY MR. HORWITZ:
 9 Q. I'd like you to highlight each specific
 10 statement that you claim is false.
 11 MR. BUNDREN: I -- first of all, I would
 12 object to this because as we've pointed out in our
 13 filings, this filing is misleading and incomplete.
 14 But if you want the witness to go through this
 15 exercise, he is more than welcome to based on his
 16 personal knowledge and not as a corporate
 17 representative.
 18 **THE WITNESS: Go through all three**
 19 **documents --**
 20 BY MR. HORWITZ:
 21 Q. Yes, please.
 22 **A. -- highlight any statements I feel like are**
 23 **false.**
 24 Q. I would like you to highlight the statements
 25 that you asserted in your complaint were false and

1 damaging.
 2 MR. BUNDREN: Same objection.
 3 **THE WITNESS: (Complies.)**
 4 MR. BUNDREN: You can take your jacket
 5 off if you want.
 6 **THE WITNESS: Do you mind if I get a cup**
 7 **of coffee?**
 8 MR. HORWITZ: Oh, please.
 9 MR. BUNDREN: Go off the record? Take a
 10 break?
 11 MR. HORWITZ: Sure.
 12 (Short break.)
 13 MR. HORWITZ: Let's go back on the
 14 record.
 15 BY MR. HORWITZ:
 16 Q. Sir, I just asked you to highlight portions
 17 of certain video transcripts that you consider false
 18 and damaging; is that correct?
 19 **A. That's correct.**
 20 Q. I'm handing you back the transcript you
 21 highlighted from the video entitled Dave Ramsey is
 22 Suing Me. Will you please read the portions that you
 23 highlighted into the record?
 24 MR. BUNDREN: And again, we'd object to
 25 this exercise to the extent that any highlights are

1 attempted to make applicable as a corporate rep
 2 deposition. This is not what that is.
 3 **THE WITNESS: There are no highlights on**
 4 **this document.**
 5 BY MR. HORWITZ:
 6 Q. Do the same thing for the transcript of the
 7 video entitled A Message for Dave Ramsey. Will you
 8 please read the highlighted portions into the record?
 9 MR. BUNDREN: Same objection.
 10 **THE WITNESS: Dave hides behind loopholes**
 11 **that essentially allow him not to disclose how much**
 12 **money he collects as a fee and doesn't really**
 13 **actually vet anybody. The vetting process for**
 14 **SmartVestors is simply a fee. They pay your company**
 15 **for the stamp of approval. We take money from any**
 16 **idiot out there that says he's an advisor and then we**
 17 **send all of you people to them. A cease and desist**
 18 **letter which is basically big company, big corporate**
 19 **America stepping on the little guy. My goal is to be**
 20 **a consumer advocate. I'm not trying to slap people's**
 21 **names and titles to get more views. My sincere goal**
 22 **is to share perspective.**
 23 BY MR. HORWITZ:
 24 Q. Which was the last one?
 25 **A. (Indicating.)**

1 Q. Thank you. I can't remember which one I gave
 2 you one first.
 3 **A. This was the first one.**
 4 Q. This is the first. This is the third. Will
 5 you please do the same thing with the third?
 6 MR. BUNDREN: Same objection.
 7 BY MR. HORWITZ:
 8 Q. And, sorry, what's the name of the video on
 9 that?
 10 **A. Dave Ramsey Exposed. I infiltrated the Dave**
 11 **Ramsey network not with the intent to expose them**
 12 **but, rather, once I was inside and I discovered what**
 13 **I saw, the deceit and the lies, I felt compelled to**
 14 **come out and expose them. Their vetting process and**
 15 **their fee structure is basically one big sales pitch.**
 16 **They get cold as ice leads. With 567 agents -- oh,**
 17 **wait, 566, that puts Dave Ramsey's passive income at**
 18 **2.3 million dollars per year. One, the agents suck**
 19 **or, two, Dave Ramsey's cold as ice leads suck or,**
 20 **three, Dave Ramsey's just throwing spaghetti against**
 21 **the wall to see what'll stick.**
 22 MR. HORWITZ: I'd like to make each of
 23 these an exhibit, please.
 24 **THE WITNESS: Excuse me.**
 25 MR. BUNDREN: Individually or --

1 BY MR. HORWITZ:
 2 Q. Oh, I didn't realize you weren't done with
 3 that. I apologize.
 4 **A. Holy smokes, I got a lead from Dave Ramsey.**
 5 **Any poor sap that fills out the Dave Ramsey form is**
 6 **getting 21 phone calls within one week thanks to**
 7 **putting their information on Dave Ramsey's website.**
 8 **And what kind of qualification did anyone get from**
 9 **Dave Ramsey's staff? Nothing. It's simply a**
 10 **hand-off service. Dismal success.**
 11 MR. HORWITZ: I'd like to make the first
 12 one, the Dave Ramsey is Suing Me transcript that he
 13 was asked to highlight, the next exhibit.
 14 (WHEREUPON, the above-mentioned document
 15 was marked as Exhibit Number 6.)
 16 MR. HORWITZ: And the A Message for Dave
 17 Ramsey transcript that he was asked to highlight the
 18 next exhibit.
 19 (WHEREUPON, the above-mentioned document
 20 was marked as Exhibit Number 7.)
 21 MR. BUNDREN: Is that ??
 22 THE REPORTER: Correct.
 23 MR. HORWITZ: And finally, the Dave
 24 Ramsey Exposed transcript that he was asked to
 25 highlight the next exhibit.

1 (WHEREUPON, the above-mentioned document
 2 was marked as Exhibit Number 8.)
 3 BY MR. HORWITZ:
 4 Q. Sir, I'd like to direct your attention back
 5 to Interrogatory Number 1. Will you please tell me
 6 where in your answer to that interrogatory you claim
 7 that the statements that you just highlighted and
 8 read into the record damaged you?
 9 MR. BUNDREN: Objection, argumentative.
 10 **THE WITNESS: (Reviews document.) I do**
 11 **not see that it does.**
 12 BY MR. HORWITZ:
 13 Q. Would you agree with me if I said that the
 14 plaintiff has not claimed damages based on those
 15 statements?
 16 MR. BUNDREN: Objection to the form,
 17 argumentative.
 18 **THE WITNESS: Yes.**
 19 BY MR. HORWITZ:
 20 Q. With respect to your answer to Interrogatory
 21 2, will you please tell me where in your answer you
 22 claim that Lampo lost business as a result of the
 23 statements that you highlighted?
 24 MR. BUNDREN: Objection, argumentative.
 25 **THE WITNESS: (Reviews document.) I do**

1 **not see that it does.**
 2 BY MR. HORWITZ:
 3 Q. Fair to say that your answer does not reflect
 4 that Lampo lost business as a result of any of the
 5 statements that you highlighted?
 6 MR. BUNDREN: Objection, argumentative.
 7 **THE WITNESS: Yes.**
 8 BY MR. HORWITZ:
 9 Q. Did Lampo lose any business as a result of
 10 the statements that you highlighted?
 11 MR. BUNDREN: Objection. Again, this
 12 individual is not testifying as a Rule 30(b)(6)
 13 witness on damages.
 14 But you can answer.
 15 **THE WITNESS: I do not have personal**
 16 **knowledge of business that was lost.**
 17 BY MR. HORWITZ:
 18 Q. Do you have any secondhand knowledge?
 19 MR. BUNDREN: Same objection.
 20 **THE WITNESS: No.**
 21 BY MR. HORWITZ:
 22 Q. Sir, you verified the complaint that was
 23 filed at the outset of this matter, correct?
 24 **A. Correct.**
 25 MR. BUNDREN: Objection, asked and

1 answered.
 2 BY MR. HORWITZ:
 3 Q. Do you recall asserting that Lampo lost
 4 damages -- or lost business and was damaged by the
 5 statements made in Mr. Paffrath's videos?
 6 MR. BUNDREN: Objection, calls for a
 7 legal conclusion.
 8 You can answer.
 9 **THE WITNESS: Do you have the complaint?**
 10 **I can...**
 11 BY MR. HORWITZ:
 12 Q. I'm asking if you recall it.
 13 MR. BUNDREN: Same objection. I'd ask
 14 that the witness be provided with the document if
 15 he's going to be asked about it.
 16 **THE WITNESS: I do not recall it without**
 17 **the document.**
 18 BY MR. HORWITZ:
 19 Q. On December 3rd, 2018, did you have any
 20 knowledge that The Lampo Group lost business as a
 21 result of the statements that were contained in the
 22 videos that Mr. Paffrath published?
 23 MR. BUNDREN: Objection, calls for a
 24 legal conclusion.
 25 You can answer.

1 **THE WITNESS: No.**
 2 BY MR. HORWITZ:
 3 Q. Sir, I've just handed you a document entitled
 4 ELP agreement. Do you recognize this document?
 5 **A. Yes.**
 6 Q. And what is it?
 7 **A. It is the real estate ELP agreement.**
 8 Q. And tell me what that is.
 9 **A. It is an agreement between a real estate**
 10 **agent and our company that we will send them fans of**
 11 **our company and they will help them buy or sell a**
 12 **home. There is the referral fee sharing outlined and**
 13 **how they will -- some of the boundaries on how they**
 14 **will conduct business, some of the expectations.**
 15 Q. Is this a standard formal contract?
 16 MR. BUNDREN: Objection to form, vague,
 17 and ambiguous.
 18 THE REPORTER: I'm sorry.
 19 MR. BUNDREN: Vague and ambiguous.
 20 BY MR. HORWITZ:
 21 Q. Let me ask that -- I'll withdraw that and ask
 22 it in a different way. Do all ELP agents sign the
 23 same contract?
 24 MR. BUNDREN: Objection to the form,
 25 foundation.

1 **THE WITNESS: Yes.**
 2 BY MR. HORWITZ:
 3 Q. Approximately how many ELP agents have signed
 4 a version of this contract?
 5 MR. BUNDREN: Objection to the form.
 6 We've objected to this information in discovery on
 7 relevance. We've also objected to this information
 8 in that it calls for information that's proprietary
 9 and sensitive of the plaintiff and will not be
 10 provided until a protective order is entered in this
 11 case. So on that basis, we'd ask the witness not
 12 answer the question.
 13 If you want to continue this line of
 14 questioning with respect to those subjects that we've
 15 said are either irrelevant or need a protective
 16 order, then we will -- we can either adjourn the
 17 deposition now and move for a protective order on
 18 those issues or you can move on to other questioning
 19 and we can adjourn the deposition later. It's up to
 20 you.
 21 BY MR. HORWITZ:
 22 Q. Sir, do you dispute that other persons beyond
 23 Kevin Paffrath signed this agreement?
 24 MR. BUNDREN: Objection to the form,
 25 vague and ambiguous.

1 **THE WITNESS: I do not dispute.**
 2 BY MR. HORWITZ:
 3 Q. Without giving me a precise number, would you
 4 agree that many ELP agents have signed this
 5 agreement?
 6 MR. BUNDREN: Objection to the form,
 7 vague and ambiguous.
 8 BY MR. HORWITZ:
 9 Q. Perhaps hundreds, is that possible?
 10 MR. BUNDREN: Objection to the form.
 11 You can answer.
 12 **THE WITNESS: Yes.**
 13 BY MR. HORWITZ:
 14 Q. Perhaps thousands, is that possible?
 15 MR. BUNDREN: Now, we're getting far
 16 afield.
 17 Don't answer the question.
 18 MR. HORWITZ: You're instructing the
 19 witness not to answer that question?
 20 MR. BUNDREN: I'm instructing the witness
 21 not to answer because it implies how many -- at least
 22 how many people are in the ELP program, which the
 23 plaintiff, Lampo Group, considers confidential and
 24 proprietary information. I'm okay with how you've
 25 done it so far, but if you are insisting on an answer

1 to that question, then we can either adjourn the
 2 deposition now or you can continue. Please let me
 3 know.
 4 MR. HORWITZ: I'm just curious why
 5 perhaps hundreds was a proper question but perhaps
 6 thousands was an improper question.
 7 MR. BUNDREN: Because I'm trying not to
 8 be unreasonable here and I'm trying to let you go as
 9 far as you can without breaching confidentiality on
 10 behalf of The Lampo Group.
 11 MR. HORWITZ: Let me do this: I'm gonna
 12 ask the question again. I'm gonna let you instruct
 13 the witness not to answer and then we'll move on.
 14 How about that?
 15 MR. BUNDREN: Is it your -- are you
 16 intending to ask the question to elicit an answer?
 17 MR. HORWITZ: No. I'm gonna let you
 18 instruct him not to answer.
 19 MR. BUNDREN: Okay. Well, then we'll
 20 move for a protective order on this issue.
 21 MR. HORWITZ: I'm trying to get through
 22 this deposition. Do you --
 23 MR. BUNDREN: Very well.
 24 MR. HORWITZ: -- understand what I'm
 25 trying to do there?

1 MR. BUNDREN: I understand.
2 BY MR. HORWITZ:
3 Q. Is it possible that thousands of ELPs agents
4 have signed this agreement?

5 MR. BUNDREN: For the reasons I just
6 stated on the record, I will instruct the witness not
7 to answer. I will -- we will -- at the end of the
8 deposition, we will move for a protective order on
9 this issue promptly.

10 MR. HORWITZ: Let's move on.

11 BY MR. HORWITZ:

12 Q. Sir, will you please turn to page 6 of the
13 agreement ELP?

14 **A. (Complies.)**

15 Q. Will you please read 11(g) for me into the
16 record?

17 **A. Maintain open lines of communication and be
18 available for regular calls with Ramsey's team, which
19 in no event shall be less frequent than once per
20 quarter.**

21 Q. Sir, to your knowledge, how many phone calls
22 did Mr. Paffrath have with Lampo after executing the
23 ELP agreement?

24 MR. BUNDREN: Objection to the form.
25 You can answer.

1 Q. Sir, I'm gonna ask the question again. Do
2 you have any personal knowledge that Mr. Paffrath was
3 not available more than once per quarter after
4 singing the ELP agreement?

5 MR. BUNDREN: Objection, asked and
6 answered.

7 You can answer again.

8 **THE WITNESS: My personal knowledge is
9 not directly from speaking with Mr. Paffrath or his
10 representative, Mitch Riddle, but it was that he was
11 not agreeable to the coaching and the calls that was
12 required and --**

13 BY MR. HORWITZ:

14 Q. Sir, I'm not trying to confuse you. I'm just
15 trying to figure out what you know personally. Do
16 you have any personal knowledge that Mr. Paffrath was
17 not available more than once per quarter?

18 MR. BUNDREN: And do -- objection, asked
19 and answered, unduly repetitious, and now it's
20 becoming harassing but you can answer.

21 **THE WITNESS: My understanding earlier of
22 personal knowledge was first or secondhand and I
23 would describe my knowledge as secondhand.**

24 BY MR. HORWITZ:

25 Q. Do you have any firsthand knowledge that Mr.

1 **THE WITNESS: I do not know.**

2 BY MR. HORWITZ:

3 Q. Was it more than one?

4 MR. BUNDREN: Objection to the form. The
5 witness says he does not know.

6 BY MR. HORWITZ:

7 Q. (Indicating.)

8 **A. I do not know.**

9 Q. Sir, do you have any personal knowledge that
10 Mr. Paffrath was not available more than once per
11 quarter?

12 MR. BUNDREN: Objection to the form.
13 This witness has asked and answered a variation of
14 this question. He said he did not know how many Mr.
15 Paffrath were on with the defendants -- or with the
16 plaintiff.

17 To the extent you can answer the
18 question, go ahead.

19 **THE WITNESS: My understanding at the
20 time of the complaint was that he was unavailable for
21 calls required by the contract. Between the signing
22 of the contract and receiving referrals, he was not
23 agreeable to the commitment of time spent with one of
24 our representatives.**

25 BY MR. HORWITZ:

1 Paffrath was not available for phone calls more than
2 once per quarter?

3 MR. BUNDREN: Objection, asked and
4 answered, unduly repetitious, and harassing.

5 You can answer.

6 **THE WITNESS: No.**

7 BY MR. HORWITZ:

8 Q. Sir, you've alleged in your complaint that
9 Mr. Paffrath was not available for calls with a
10 relationship coach; is that correct?

11 MR. BUNDREN: Objection to the form.
12 This is not Mr. Galloway's complaint but you can
13 answer.

14 **THE WITNESS: That is correct.**

15 BY MR. HORWITZ:

16 Q. Mr. Galloway, I'm handing you a document.
17 Will you please read the title of that document.

18 **A. The Lampo Group, LLC --**

19 Q. No, the part that says verified complaint,
20 please. Just is that your verified complaint?

21 **A. Yes, it is.**

22 Q. Will you turn to the final page of that
23 complaint?

24 **A. (Complies.)**

25 Q. Can you read me that, please?

1 A. I, Jack Galloway, being duly sworn make oath
2 and verify that I am an executive vice president of
3 The Lampo Group, LLC, d/b/a, Ramsey Solutions, the
4 plaintiff in this action; that I have read the
5 foregoing verified complaint and I have personal
6 knowledge of the factual allegations set forth
7 therein, unless otherwise indicated, and that the
8 same are true and correct to the best of my
9 knowledge.

10 Q. Fair to say that you're the one that signed
11 that?

12 A. Yes.

13 Q. Sir, will you please read paragraph 49 of
14 your verified complaint?

15 A. Paffrath, however, refused to meaningful --
16 to meaningfully participate in the calls with his
17 client relationship coach.

18 Q. In the ELP agreement, can you identify where
19 Mr. Paffrath agreed to participate in calls with a
20 client relationship coach?

21 MR. BUNDREN: Objection, calls for a
22 legal conclusion.

23 You can answer.

24 THE WITNESS: I would need to spend a few
25 minutes with this.

1 BY MR. HORWITZ:

2 Q. Is a relationship coach mentioned in that
3 contract, sir?

4 A. I would need to read the agreement again.

5 Q. Please do.

6 A. Okay. (Reviews document.) The only mention
7 I see is in 11(g): Maintain open lines of
8 communication and be available for regular calls with
9 Ramsey's team, which in no event shall be less
10 frequent than once per quarter.

11 Q. Did the provision that you just read include
12 mention of a relationship coach, sir?

13 MR. BUNDREN: Objection, argumentative.

14 THE WITNESS: No.

15 BY MR. HORWITZ:

16 Q. Would you agree that no provision of the
17 contract that you have alleged that Mr. Paffrath
18 breached contains mention of a relationship coach?

19 MR. BUNDREN: Objection, argumentative.

20 THE WITNESS: I agree.

21 BY MR. HORWITZ:

22 Q. Sir, will you please turn to page 5 of the
23 contract?

24 A. Is that this page?

25 Q. Yes.

1 A. Okay.

2 Q. Will you please read section 10 for me which
3 continues on the page afterward?

4 A. The term of this agreement shall be one year
5 from the date hereof. The agreement will renew
6 automatically for successive one-year terms unless
7 either party gives a notice of its intention that the
8 agreement shall not be renewed at the end of its then
9 current term. Either party may terminate this
10 agreement without cause at anytime. The provisions
11 of Section 15, indemnification and payment
12 obligations of this agreement, will survive any such
13 expiration or termination of this agreement.

14 Q. Sir, to your knowledge did either party to
15 this contract terminate this agreement?

16 A. Yes.

17 Q. And who was that?

18 A. The Lampo Group.

19 Q. When did they terminate the agreement?

20 A. My best estimate is mid to late November
21 2018.

22 Q. If I represented to you that the date was
23 October 8th, would you have reason to disagree with
24 me?

25 A. I would not have reason to disagree.

1 Q. After this agreement was terminated, The
2 Lampo Group no longer had any obligations to Mr.
3 Paffrath; is that correct?

4 MR. BUNDREN: Objection to the form, asks
5 for a legal conclusion.

6 You can answer.

7 THE WITNESS: That is correct.

8 BY MR. HORWITZ:

9 Q. After the termination of this agreement, Mr.
10 Paffrath no longer had any obligations to The Lampo
11 Group; is that correct?

12 MR. BUNDREN: Objection to the form,
13 calls for a legal conclusion but you can answer.

14 THE WITNESS: There are parts of the
15 contract that survive termination of the contract.

16 BY MR. HORWITZ:

17 Q. And which parts are those, sir?

18 A. The provisions of section 15, indemnification
19 and payment obligations of this agreement, will
20 survive any such expiration or termination of this
21 agreement.

22 Q. Is that section 15; is that correct?

23 A. I was reading from the top of page 5, I
24 believe, section 10, term renewal, termination -- the
25 last sentence of term renewal, termination. Here

1 (indicating).
 2 Q. But section 15 is the one that's mentioned;
 3 is that correct?
 4 **A. That's correct.**
 5 Q. Is section 4 mentioned?
 6 MR. BUNDREN: Objection --
 7 **THE WITNESS: No.**
 8 MR. BUNDREN: -- to the form, calls for a
 9 legal conclusion.
 10 MR. HORWITZ: Did you get the answer?
 11 **THE WITNESS: No.**
 12 THE REPORTER: (Nods head affirmatively.)
 13 BY MR. HORWITZ:
 14 Q. Is section 6 mentioned?
 15 MR. BUNDREN: Same objection.
 16 **THE WITNESS: No.**
 17 BY MR. HORWITZ:
 18 Q. Can you please turn to page 4 of the
 19 agreement. Will you please read section 4 to me?
 20 **A. I may not be on that page, section -- you**
 21 **said page 4, section 4?**
 22 Q. Yes, please.
 23 **A. One, two, three, four. Section 4: No**
 24 **publicity or license other than as expressly provided**
 25 **herein. Neither party shall make any public**

1 **statement, press release, or marketing material that**
 2 **uses the other's name, likeness, brand, or associated**
 3 **marks without the expressed written permission of the**
 4 **other.**
 5 Q. That says neither party; is that correct?
 6 **A. Yes.**
 7 Q. And when do the parties' obligations to one
 8 another under this provision end?
 9 MR. BUNDREN: Objection to the form,
 10 calls for a legal conclusion.
 11 You can answer.
 12 **THE WITNESS: I do not -- I do not know.**
 13 BY MR. HORWITZ:
 14 Q. After the agreement was terminated, did
 15 either party have any obligations to one another
 16 under this provision?
 17 MR. BUNDREN: Objection to the form,
 18 calls for a legal conclusion.
 19 You --
 20 **THE WITNESS: I do not know.**
 21 BY MR. HORWITZ:
 22 Q. Is it your position that Mr. Paffrath
 23 breached this provision of the agreement after it was
 24 terminated?
 25 MR. BUNDREN: Objection to the form.

1 **THE WITNESS: Yes.**
 2 BY MR. HORWITZ:
 3 Q. And why is that?
 4 **A. Your question was did he breach this after**
 5 **the contract?**
 6 Q. I'm trying to figure out when you think the
 7 obligations under section 4 end.
 8 MR. BUNDREN: Objection to the form.
 9 That's a compound question and calls for a legal
 10 conclusion. And this witness is not the corporate
 11 representative on that issue because there hasn't
 12 been a corporate representative notice served.
 13 But you can answer to the extent you can.
 14 **THE WITNESS: I do not have the answer to**
 15 **when that obligation ends based on this contract.**
 16 BY MR. HORWITZ:
 17 Q. Is it your position that Kevin Paffrath is
 18 prohibited from mentioning Dave Ramsey's name for
 19 eternity?
 20 MR. BUNDREN: Objection. That's on the
 21 same basis I stated in the previous question.
 22 You --
 23 **THE WITNESS: No.**
 24 BY MR. HORWITZ:
 25 Q. So when does his obligation end?

1 MR. BUNDREN: Same objection.
 2 **THE WITNESS: I do not know.**
 3 BY MR. HORWITZ:
 4 Q. Sir, will you please read section 6 to me?
 5 **A. Section 6, confidential information: In the**
 6 **event Ramsey shares any confidential, proprietary, or**
 7 **other sensitive information with ELP (although such**
 8 **sharing is not required by this agreement) ELP agrees**
 9 **not to use for its own benefit or the benefit of**
 10 **third parties, copy or reverse engineer any**
 11 **proprietary or confidential information of Ramsey.**
 12 **Confidential information shall include any client**
 13 **list, vendor list, consumer customer list, ELP list,**
 14 **business plans, computer programs, developing**
 15 **products, Ramsey internal reports, marketing**
 16 **strategies, metrics, marketing data, or other**
 17 **information not available to the general public,**
 18 **whether communicated in writing, electronically, or**
 19 **orally.**
 20 Q. Sir, does any portion of the provision that
 21 you just read me provide for agents to return
 22 confidential information after the agreement
 23 concludes?
 24 MR. BUNDREN: Objection, asks -- calls
 25 for a legal conclusion.

1 **THE WITNESS: No, it does not.**
 2 BY MR. HORWITZ:
 3 Q. And this is the same ELP agreement that you
 4 previously indicated that perhaps hundreds of ELP
 5 agents have signed; is that correct?
 6 **A. That is correct.**
 7 **This bother you (indicating)?**
 8 Q. (Shakes head negatively.)
 9 **A. Okay.**
 10 MR. BUNDREN: If we were on video, you
 11 couldn't do that.
 12 **THE WITNESS: All right.**
 13 BY MR. HORWITZ:
 14 Q. This is not section 15 of the agreement; is
 15 that correct?
 16 MR. BUNDREN: Objection, vague and
 17 ambiguous.
 18 **THE WITNESS: I don't understand the**
 19 **question. What is not section 15?**
 20 BY MR. HORWITZ:
 21 Q. The top part that we're talking about, this
 22 is section 6, not section 15; is that correct?
 23 **A. That is correct.**
 24 Q. And we previously discussed that section 15
 25 will survive the expiration or termination of this

1 BY MR. HORWITZ:
 2 Q. And when do those obligations end?
 3 **A. I do not --**
 4 MR. BUNDREN: Objection to the form, the
 5 same objection.
 6 **THE WITNESS: I do not know.**
 7 BY MR. HORWITZ:
 8 Q. You don't know but the answer is yes?
 9 MR. BUNDREN: The same objection.
 10 **THE WITNESS: Correct.**
 11 BY MR. HORWITZ:
 12 Q. Would you agree that there is no section of
 13 this agreement that provides that section 6 will
 14 survive expiration or termination of this agreement?
 15 MR. BUNDREN: Objection, calls for a
 16 legal conclusion.
 17 **THE WITNESS: I agree.**
 18 BY MR. HORWITZ:
 19 Q. Would you agree that no provision of this
 20 agreement provides that section 4 will survive any
 21 such expiration or termination of this agreement?
 22 MR. BUNDREN: Objection, calls for a
 23 legal conclusion.
 24 **THE WITNESS: I agree.**
 25 BY MR. HORWITZ:

1 agreement, do you remember that?
 2 **A. Yes.**
 3 Q. When does this provision -- when do the --
 4 withdrawn. When does an ELP agent's obligations
 5 under this section conclude?
 6 MR. BUNDREN: Objection, calls for a
 7 legal conclusion.
 8 You can answer it if you understand.
 9 **THE WITNESS: I do not know.**
 10 BY MR. HORWITZ:
 11 Q. Do you take the position that ELP agents have
 12 an obligation under this provision after the
 13 agreement terminates?
 14 MR. BUNDREN: Again, objection, calls for
 15 a legal conclusion and this witness is not being put
 16 forth as a corporate representative on these issues
 17 but you can answer.
 18 **THE WITNESS: Will you re-ask the**
 19 **question?**
 20 BY MR. HORWITZ:
 21 Q. Sure. Do you take any position as to whether
 22 an ELP agent has any obligations under this provision
 23 after the agreement is terminated?
 24 MR. BUNDREN: Same objection.
 25 **THE WITNESS: Yes.**

1 Q. Would you agree that this agreement does
 2 provide that section 15 survives expiration or
 3 termination of this agreement?
 4 MR. BUNDREN: Same objection.
 5 **THE WITNESS: I agree.**
 6 BY MR. HORWITZ:
 7 Q. So section 15 does survive and section 4 and
 8 6 do not; is that correct?
 9 MR. BUNDREN: Objection, legal
 10 conclusion; also unduly repetitious and has been
 11 asked and answered.
 12 You can answer.
 13 **THE WITNESS: I agreed earlier that I did**
 14 **not see that they -- that it was stated here that**
 15 **they did survive.**
 16 BY MR. HORWITZ:
 17 Q. Do you still agree with that?
 18 MR. BUNDREN: Objection to the form, same
 19 objection.
 20 **THE WITNESS: Yes.**
 21 BY MR. HORWITZ:
 22 Q. Sir, will you please turn to page 1 of the
 23 agreement?
 24 **A. (Complies.)**
 25 Q. Who is the managing broker listed on page 1

1 of this agreement?
 2 **A. Kevin Paffrath.**
 3 Q. I'm sorry, I'm talking about the managing
 4 broker.
 5 MR. BUNDREN: Objection to the form,
 6 asked and answered.
 7 **THE WITNESS: It says -- I see ELP, Kevin**
 8 **Paffrath; firm name, Meet Kevin; managing broker,**
 9 **Kevin Paffrath.**
 10 BY MR. HORWITZ:
 11 Q. I apologize. You're right. I was unclear.
 12 Do you see the section that says referring broker
 13 information?
 14 **A. Yes.**
 15 Q. What is the firm listed there?
 16 **A. The Lampo Group, Inc., d/b/a, Ramsey**
 17 **Solutions.**
 18 Q. And who is the managing broker listed in that
 19 section?
 20 **A. David L. Ramsey.**
 21 Q. That's David L. Ramsey the human being; is
 22 that correct?
 23 **A. That is correct.**
 24 Q. Tell me why David L. Ramsey the human being
 25 is on this contract.

1 MR. BUNDREN: Objection to the form,
 2 speculation, lack of foundation.
 3 You can answer it if you understand.
 4 **THE WITNESS: He is the managing broker.**
 5 BY MR. HORWITZ:
 6 Q. Does he receive referral fees?
 7 MR. BUNDREN: Objection to the form, lack
 8 of foundation.
 9 BY MR. HORWITZ:
 10 Q. Or compensation of any kind when ELP agents
 11 make sales pursuant to this agreement?
 12 MR. BUNDREN: Same objection.
 13 **THE WITNESS: Not directly. Referral**
 14 **fees are received by the company.**
 15 BY MR. HORWITZ:
 16 Q. But he profits from them; is that correct?
 17 MR. BUNDREN: Objection to the form,
 18 asked and answered.
 19 **THE WITNESS: Yes.**
 20 BY MR. HORWITZ:
 21 Q. Is it fair to say that you might know
 22 something about how he is compensated --
 23 MR. BUNDREN: Objection to the form.
 24 BY MR. HORWITZ:
 25 Q. -- with respect to sales made pursuant to

1 this agreement?
 2 MR. BUNDREN: Objection to the form,
 3 vague, and ambiguous, speculation, lack of
 4 foundation.
 5 **THE WITNESS: Do you mind to re-ask that**
 6 **question?**
 7 BY MR. HORWITZ:
 8 Q. Does David L. Ramsey the human being know
 9 anything about how he receives compensation arising
 10 from sales made pursuant to this agreement?
 11 MR. BUNDREN: Same objection.
 12 **THE WITNESS: Yes.**
 13 BY MR. HORWITZ:
 14 Q. Would you agree that how Dave Ramsey the
 15 human being receives referral fees is at issue in
 16 this litigation?
 17 MR. BUNDREN: Objection to the form,
 18 speculation, calls for a legal conclusion, lack of
 19 foundation.
 20 You can answer.
 21 **THE WITNESS: Re-ask the question.**
 22 BY MR. HORWITZ:
 23 Q. Would you agree that how Dave -- David L.
 24 Ramsey the human being receives referral fees is at
 25 issue in this litigation?

1 MR. BUNDREN: Same objection.
 2 **THE WITNESS: No.**
 3 BY MR. HORWITZ:
 4 Q. You would not agree with that?
 5 **A. No.**
 6 Q. Sir, do you recall highlighting a statement
 7 in the transcript earlier related to loophole laws?
 8 **A. Yes.**
 9 Q. To the best of your recollection, what was
 10 that statement about?
 11 **A. That Dave Ramsey uses a loophole in the law**
 12 **to receive compensation without disclosure.**
 13 Q. And you highlighted that statement as one
 14 that you contend was false and damaging; is that
 15 correct?
 16 **A. That is correct.**
 17 Q. Is that allegation at issue in this
 18 litigation?
 19 MR. BUNDREN: Objection to the form,
 20 calls for a legal conclusion.
 21 **THE WITNESS: I don't understand what you**
 22 **mean by at issue.**
 23 BY MR. HORWITZ:
 24 Q. Do the parties dispute anything related to
 25 that statement?

1 MR. BUNDREN: Objection to form, calls
 2 for a legal conclusion.
 3 **THE WITNESS: Yes.**
 4 BY MR. HORWITZ:
 5 Q. Does Dave Ramsey know anything about the
 6 referral fee arrangement that is reflected in this
 7 agreement?
 8 MR. BUNDREN: Objection to the form,
 9 speculation, lack of foundation.
 10 **THE WITNESS: Yes.**
 11 BY MR. HORWITZ:
 12 Q. Please turn to section 3 of the agreement.
 13 Sorry, page 3 of the agreement, section 1, please.
 14 Will you read that first sentence to me?
 15 **A. Section 1, referral agreement: Ramsey agrees**
 16 **to provide ELP, through its broker, with referral**
 17 **services within ELP's assigned territory as defined**
 18 **and determined exclusively by Ramsey.**
 19 Q. Would you agree that that is Ramsey's
 20 obligation under this agreement?
 21 MR. BUNDREN: Objection to form, calls
 22 for a legal conclusion.
 23 **THE WITNESS: Yes.**
 24 BY MR. HORWITZ:
 25 Q. Sir, to your knowledge, did Ramsey provide

1 ELP through its broker with referral services within
 2 ELP's assigned territory as defined and determined
 3 exclusively by Ramsey?
 4 MR. BUNDREN: Objection to the form,
 5 vague and ambiguous.
 6 **THE WITNESS: No.**
 7 BY MR. HORWITZ:
 8 Q. Sir, you've alleged that Mr. Paffrath
 9 disclosed trade secrets; is that correct?
 10 MR. BUNDREN: Objection to the form. Mr.
 11 Galloway did not allege anything. The complaint is
 12 filed on behalf of the plaintiff in this matter and
 13 Mr. Galloway is not the corporate representative.
 14 To the extent you can answer, go ahead.
 15 **THE WITNESS: Trade secrets and**
 16 **proprietary, confidential information.**
 17 BY MR. HORWITZ:
 18 Q. And what was that information?
 19 **A. He showed on video our ELP hub where various**
 20 **information about other in- -- other agents, their**
 21 **success, lead data. Those types of things are**
 22 **displayed.**
 23 Q. Was Lampo damaged by the disclosure of that
 24 information?
 25 MR. BUNDREN: Objection to the form,

1 calls for a legal conclusion.
 2 You can answer.
 3 **THE WITNESS: I do not know.**
 4 BY MR. HORWITZ:
 5 Q. If I asserted that Lampo was not damaged by
 6 the disclosure of that information, would you have
 7 reason to disagree with me?
 8 MR. BUNDREN: Objection to the form.
 9 That's argumentative. And I wasn't aware that you
 10 were gonna testify in this case. And speculation as
 11 to what you're thinking and calls for a legal
 12 conclusion, but you can answer.
 13 **THE WITNESS: Your question was would I**
 14 **disagree that we were harmed?**
 15 BY MR. HORWITZ:
 16 Q. Do you have -- let me withdraw the question.
 17 Do you have any personal knowledge that Lampo was
 18 harmed by the disclosure of that information?
 19 MR. BUNDREN: Objection to the form,
 20 calls for a legal conclusion.
 21 You can answer.
 22 **THE WITNESS: No.**
 23 BY MR. HORWITZ:
 24 Q. Sir, I'd like to direct your attention back
 25 to Interrogatory Number 1. Sir, would you agree with

1 me that Lampo does not assert in its answer to
 2 Interrogatory 1 that it was damaged by the disclosure
 3 of the confidential information and trade secrets
 4 that we were just discussing?
 5 MR. BUNDREN: Objection to the form,
 6 calls for a legal conclusion.
 7 **THE WITNESS: (Reviews document.) I**
 8 **would agree.**
 9 BY MR. HORWITZ:
 10 Q. Sir, would you agree that in Lampo's response
 11 to Interrogatory 2 Lampo has not indicated that it
 12 lost any business as a consequence of the disclosure
 13 of the confidential information and trade secrets
 14 that Lampo claims were disclosed by Kevin Paffrath?
 15 MR. BUNDREN: Objection to the form,
 16 calls for a legal conclusion.
 17 **THE WITNESS: I see that it lists the**
 18 **\$350 monthly administrative fee for a total of**
 19 **\$4,200.**
 20 BY MR. HORWITZ:
 21 Q. My question was whether or not Lampo has in
 22 its response to Interrogatory Number 2 indicated that
 23 it lost business as a result of the disclosure of
 24 confidential information or trade secrets by Kevin
 25 Paffrath?

1 MR. BUNDREN: Objection to the form,
2 calls for a legal conclusion, also asked and
3 answered.

4 **THE WITNESS: I do not disagree.**

5 BY MR. HORWITZ:

6 Q. Can you just read the answer to Interrogatory
7 Number 2 again?

8 MR. BUNDREN: Objection to the form, been
9 asked and answered. The witness has already read it.
10 But, okay, you can do it again.

11 **THE WITNESS: So Interrogatory 2.**

12 **Answer: As a result of the defendant's breach of the**
13 **ELP agreement, plaintiff would have received the \$350**
14 **monthly administrative fee for the term of the ELP**
15 **from the defendant had defendant not breached the ELP**
16 **agreement. Accordingly, plaintiff seeks as damages**
17 **the \$350 monthly administrative fee for the term of**
18 **the agreement.**

19 BY MR. HORWITZ:

20 Q. Would you agree with me that Lampo has not
21 asserted that it lost any business as a result of the
22 disclosure of a trade secret?

23 MR. BUNDREN: Objection, calls for a
24 legal conclusion and it's argumentative.

25 **THE WITNESS: I agree that it's not in**

1 **that answer.**

2 BY MR. HORWITZ:

3 Q. Would you agree with me that the answer also
4 does not assert that Lampo lost any business as a
5 result of the disclosure of confidential information?

6 MR. BUNDREN: Same objection.

7 **THE WITNESS: I agree.**

8 BY MR. HORWITZ:

9 Q. Sir, in the verified complaint that you
10 verified, you indicated that trade secrets and
11 confidential information were disclosed to more than
12 a hundred thousand people; is that correct?

13 **A. That is correct.**

14 Q. Would you agree that -- withdrawn. Despite
15 more than a hundred thousand people having been given
16 access to the information that you claim was
17 confidential or a trade secret, would you agree that
18 Lampo has not asserted that it lost any business?

19 MR. BUNDREN: Objection to the form,
20 calls for a legal conclusion and vague.
21 You can answer.

22 **THE WITNESS: I would agree that it's not**
23 **asserted. I do not say that it's untrue, it's an**
24 **untrue statement. 100,000 people saw our proprietary**
25 **software and we don't know what damage may or may not**

1 **have occurred from that or will.**

2 BY MR. HORWITZ:

3 Q. Sir, you verified the responses to the
4 interrogatories; is that correct?

5 **A. That's right.**

6 MR. BUNDREN: Objection to the form. He
7 verified some of the answers.

8 BY MR. HORWITZ:

9 Q. Did you provide complete responses?

10 MR. BUNDREN: Objection to the form.
11 Again, he verified some of the answers which we've
12 articulated in the verification.

13 You can answer.

14 **THE WITNESS: I did -- I verified**
15 **answers.**

16 BY MR. HORWITZ:

17 Q. Did you provide complete responses?

18 MR. BUNDREN: Objection to the form, same
19 objection.

20 **THE WITNESS: By complete responses, do**
21 **you mean did I write the answers?**

22 BY MR. HORWITZ:

23 Q. I'm asking if you withheld any information
24 that was responsive to the interrogatories?

25 **A. No.**

1 MR. HORWITZ: Do y'all want to take a
2 break for lunch? Now is an okay time to do it.

3 MR. BUNDREN: Sure. How long do you want
4 to take?

5 MR. HORWITZ: However long.

6 **THE WITNESS: 20 minutes, 30 minutes?**

7 MR. BUNDREN: 30 minutes, how about that?

8 MR. HORWITZ: Sure.

9 (Lunch break.)

10 MR. HORWITZ: Let's go back on the
11 record.

12 BY MR. HORWITZ:

13 Q. Sir, do you still have the ELP agreement in
14 front of you?

15 **A. I do.**

16 Q. If we can go back to page 5, section 10,
17 please. This provision says either party may
18 terminate this agreement without cause at any time,
19 does it not?

20 **A. It does.**

21 Q. And you agree that Lampo was the party that
22 terminated this agreement; is that correct?

23 MR. BUNDREN: Objection, asked and
24 answered.

25 **THE WITNESS: That is correct.**

1 BY MR. HORWITZ:
 2 Q. Would you agree that this contract could have
 3 been terminated at any moment including the first day
 4 that it was executed?
 5 MR. BUNDREN: Objection to the form,
 6 speculation, calls for a legal conclusion.
 7 **THE WITNESS: Yes.**
 8 BY MR. HORWITZ:
 9 Q. Would you agree that Lampo does not have any
 10 right to \$4200 under this agreement?
 11 MR. BUNDREN: Objection to the form,
 12 calls for a legal conclusion.
 13 **THE WITNESS: Please re-ask the question.**
 14 BY MR. HORWITZ:
 15 Q. Sure. This contract provides for Mr.
 16 Paffrath to pay Lampo \$350 a month, correct?
 17 **A. That's correct.**
 18 Q. And it provides that either party can
 19 terminate this agreement at any moment; is that
 20 correct?
 21 **A. That's correct.**
 22 Q. So there's no right to have 12 months of
 23 payments made under this agreement; is that right?
 24 MR. BUNDREN: Objection to the form,
 25 calls for a legal conclusion.

1 You can answer.
 2 **THE WITNESS: I'm not sure.**
 3 BY MR. HORWITZ:
 4 Q. If Mr. Paffrath had terminated this agreement
 5 the day that it was signed, how much would he owe
 6 Lampo?
 7 MR. BUNDREN: Objection to the form,
 8 calls for a legal conclusion, speculation.
 9 **THE WITNESS: No further payments.**
 10 BY MR. HORWITZ:
 11 Q. None at all?
 12 **A. Huh-uh.**
 13 Q. If Lampo terminated this agreement within a
 14 month of it being signed, how much would Mr. Paffrath
 15 owe Lampo?
 16 MR. BUNDREN: Same objection.
 17 **THE WITNESS: Nothing other than**
 18 **referrals that were sent in the future -- that were**
 19 **sent that closed in the future.**
 20 BY MR. HORWITZ:
 21 Q. And if no referrals were sent, then how much
 22 would Mr. Paffrath owe Lampo?
 23 MR. BUNDREN: Same objection.
 24 **THE WITNESS: Zero.**
 25 BY MR. HORWITZ:

1 Q. Isn't that what happened here?
 2 MR. BUNDREN: Objection to the form,
 3 vague, and ambiguous, no foundation.
 4 You can answer.
 5 **THE WITNESS: He was terminated from the**
 6 **program. I don't -- I don't know how to answer your**
 7 **question. I'm not sure.**
 8 BY MR. HORWITZ:
 9 Q. I'd like to move to the topic of
 10 misrepresentations that Lampo is alleging that Mr.
 11 Paffrath made before this agreement was executed.
 12 First, do you claim that Mr. Paffrath deliberately
 13 made false statements?
 14 MR. BUNDREN: Objection to the predicate
 15 statement before the question, and also object to
 16 lack of foundation at this point, and that this
 17 witness is not a 309b)(6) witness.
 18 You can answer.
 19 **THE WITNESS: Yes.**
 20 BY MR. HORWITZ:
 21 Q. So it's not that he accidentally made false
 22 statements; it's that he deliberately made false
 23 statements; is that correct?
 24 MR. BUNDREN: Same objection.
 25 **THE WITNESS: That's correct.**

1 BY MR. HORWITZ:
 2 Q. I'm going to hand you the verified complaint
 3 that you verified. Will you please read paragraph
 4 55?
 5 **A. Unbeknownst to Ramsey when it entered the**
 6 **agreement, Paffrath never intended to comply with his**
 7 **obligations in the agreement.**
 8 Q. That's the gist of this claim, is it not,
 9 that Paffrath never intended to comply when he said
 10 he would; is that right?
 11 MR. BUNDREN: Objection to the form,
 12 vague, and ambiguous, argumentative, and calls for a
 13 legal conclusion.
 14 You can answer.
 15 **THE WITNESS: I don't want to speak to**
 16 **the gist of the claim.**
 17 BY MR. HORWITZ:
 18 Q. That's fair. Are you asserting that Paffrath
 19 never intended to comply with his obligations in the
 20 agreement?
 21 MR. BUNDREN: Objection to the form.
 22 Again, this is a -- not a Rule 30(b)(6) deposition.
 23 You can answer.
 24 **THE WITNESS: Yes.**
 25 BY MR. HORWITZ:

1 Q. So in the future -- all right. Withdrawn.
2 Mr. Paffrath made assertions to Lampo that he would
3 perform some future performance but he was lying
4 about those; that's the gist of the claim, right?

5 MR. BUNDREN: Same objection about lack
6 of foundation, calls for a legal conclusion, vague,
7 and ambiguous but you can answer.

8 **THE WITNESS: Yes.**

9 BY MR. HORWITZ:

10 Q. Lampo is claiming that Mr. Paffrath
11 misrepresented his future intentions; is that
12 correct?

13 MR. BUNDREN: Objection to the form,
14 calls for a legal conclusion. He's not a 30(b)(6)
15 representative.

16 You can answer.

17 **THE WITNESS: Yes.**

18 BY MR. HORWITZ:

19 Q. Other than statements about Mr. Paffrath's
20 future intentions, what do you assert that Mr.
21 Paffrath lied about prior to the execution of this
22 agreement?

23 MR. BUNDREN: Objection to the form,
24 calls for a legal conclusion, and also this witness
25 is not a 30(b)(6) witness that's been designated by

1 the company.

2 Subject to that, you can answer.

3 **THE WITNESS: He lied in his intention in**
4 **entering the program. He represented that he wanted**
5 **to become and -- and operate as an ELP when on video**
6 **he had mentioned and later confirmed that he**
7 **infiltrated the ELP program and gave false ZIP codes.**

8 BY MR. HORWITZ:

9 Q. And which ZIP codes do you claim are false?

10 MR. BUNDREN: Objection to the form.

11 This isn't a memory test.

12 **THE WITNESS: I do not have that**
13 **information in front of me.**

14 BY MR. HORWITZ:

15 Q. Do you have personal knowledge that any of
16 the ZIP codes he gave were false?

17 MR. BUNDREN: Objection to the form.

18 **THE WITNESS: His statements in the video**
19 **were that he gave false ZIP codes.**

20 BY MR. HORWITZ:

21 Q. Is that a direct quote from the video?

22 MR. BUNDREN: Objection to the form. The
23 witness has already answered this question.

24 **THE WITNESS: Yes.**

25 BY MR. HORWITZ:

1 Q. Is it your position that you never would have
2 entered into an ELP agreement with Kevin Paffrath if
3 he had hadn't given what you're referring to as false
4 ZIP codes?

5 MR. BUNDREN: Objection, form, calls for
6 a question of a 30(b)(6) witness and this witness has
7 not been designated as such.

8 Subject to that, you can answer the
9 question.

10 **THE WITNESS: Do you mind to re-ask the**
11 **question?**

12 BY MR. HORWITZ:

13 Q. Sure. Is it your position that if Mr.
14 Paffrath had never provided what you referred to as
15 false ZIP codes that you would have never entered
16 into an ELP agreement with Kevin Paffrath?

17 MR. BUNDREN: Objection to the form.
18 It's not what the complaint says. And that also asks
19 for an answer from a Rule 30(b)(6) representative
20 based on your question and this witness hasn't been
21 designated as such.

22 You can answer.

23 **THE WITNESS: If we had known he was**
24 **giving false ZIP codes, it is correct that we would**
25 **not have accepted him as an ELP. But what the**

1 **complaint states is that if we had known that he was**
2 **entering the program under false pretenses to expose**
3 **us, we would not have accepted him as an ELP.**

4 BY MR. HORWITZ:

5 Q. And if you hadn't entered into an ELP
6 agreement with Kevin Paffrath, how much would Kevin
7 Paffrath have owed you --

8 MR. BUNDREN: Objection to the form.

9 BY MR. HORWITZ:

10 Q. -- in dollars?

11 MR. BUNDREN: The witness is not a
12 30(b)(6) representative.

13 **THE WITNESS: If we had not entered into**
14 **a contractual agreement, he would not owe us money.**

15 BY MR. HORWITZ:

16 Q. Did you ever give -- did -- I apologize.
17 Withdraw that. Did Lampo ever give Paffrath the
18 opportunity to withdraw ZIP codes that he had
19 provided?

20 MR. BUNDREN: Objection to the form, lack
21 of foundation.

22 **THE WITNESS: I do not know the answer to**
23 **that question.**

24 BY MR. HORWITZ:

25 Q. If I represented to you that Lampo did give

1 Mr. Paffrath the opportunity to withdraw ZIP codes
 2 that he had submitted, would you have personal
 3 knowledge --
 4 MR. BUNDREN: Objection to the form. The
 5 witness couldn't have personal --
 6 BY MR. HORWITZ:
 7 Q. -- that --
 8 MR. BUNDREN: -- knowledge if he --
 9 MR. HORWITZ: Let me finish my questions.
 10 MR. BUNDREN: I think you did but go
 11 ahead.
 12 MR. HORWITZ: I didn't. Stop
 13 interrupting me.
 14 MR. BUNDREN: I -- it appeared to be the
 15 end of your question. If I interrupted you, I'm
 16 sorry.
 17 BY MR. HORWITZ:
 18 Q. Do you have personal knowledge to dispute the
 19 claim that Lampo gave Mr. Paffrath the opportunity to
 20 remove ZIP codes that he provided?
 21 MR. BUNDREN: Objection to the form, lack
 22 of foundation.
 23 **THE WITNESS: I do not have personal**
 24 **knowledge.**
 25 BY MR. HORWITZ:

1 Q. Does Lampo guarantee that an ELP agent will
 2 receive every ZIP code that the ELP would like to
 3 service?
 4 MR. BUNDREN: Objection to the form.
 5 This witness is not a 30(b)(6) representative who's
 6 been designated on any topic.
 7 Subject to that, you can answer.
 8 **THE WITNESS: No.**
 9 BY MR. HORWITZ:
 10 Q. Do you have any personal knowledge that would
 11 allow you to dispute the claim that Eleny Burton sent
 12 an e-mail to Kevin Paffrath saying if there are any
 13 ZIP codes that you would like to add or remove,
 14 please specify and send them in the following format
 15 and then listing ZIP codes?
 16 MR. BUNDREN: Objection to the form,
 17 calls for a legal conclusion, no foundation.
 18 **THE WITNESS: I do not have personal**
 19 **knowledge of that e-mail.**
 20 BY MR. HORWITZ:
 21 Q. Has Lampo ever cancelled an ELP agreement
 22 based on ZIP codes?
 23 MR. BUNDREN: Objection to the form.
 24 This witness is not a 30(b)(6) representative.
 25 **THE WITNESS: I do not know.**

1 BY MR. HORWITZ:
 2 Q. Was Lampo injured based on the ZIP codes that
 3 Kevin Paffrath submitted to it?
 4 MR. BUNDREN: Objection to the form,
 5 calls for a legal conclusion.
 6 **THE WITNESS: I do not have personal**
 7 **knowledge that Lampo was injured.**
 8 BY MR. HORWITZ:
 9 Q. Was Lampo injured by what you have referred
 10 to as -- I'm characterizing here, so please correct
 11 me if I'm mischaracterizing you -- false statements
 12 about his intentions?
 13 MR. BUNDREN: Objection to the form,
 14 calls for a legal conclusion, also asks a question on
 15 a -- that's more appropriate for a Rule 30(b)(6)
 16 deposition and not of this witness.
 17 You can answer.
 18 **THE WITNESS: Yes, I believe so.**
 19 BY MR. HORWITZ:
 20 Q. And what were those injuries?
 21 MR. BUNDREN: Same objection.
 22 **THE WITNESS: Our brand is a brand of**
 23 **integrity and trust and we're in the business of**
 24 **helping people. And --**
 25 BY MR. HORWITZ:

1 Q. Sir -- (indicating.)
 2 **A. -- when Mr. Paffrath went online to say that**
 3 **we're liars and cheaters, it damages that brand, it**
 4 **keeps people who we wanted to help from having full**
 5 **trust in us, and it tarnishes a brand that we've**
 6 **worked hard to build.**
 7 Q. Sir, will you please go back to your answers
 8 to Interrogatory 1? Can you tell me if there's any
 9 provision in there that references damage to Lampo's
 10 brand?
 11 MR. BUNDREN: Objection, calls for a
 12 legal conclusion.
 13 **THE WITNESS: No, there is not.**
 14 BY MR. HORWITZ:
 15 Q. Sir, in your answer to Interrogatory 2, is
 16 there any indication that Lampo lost business because
 17 of damage to its brand?
 18 MR. BUNDREN: Same objection.
 19 **THE WITNESS: (Reviews document.) No.**
 20 BY MR. HORWITZ:
 21 Q. Sir, you mentioned that you have never
 22 personally spoken to Kevin Paffrath; is that correct?
 23 **A. That is correct.**
 24 Q. Is it also fair to characterize your prior
 25 testimony as a claim that Kevin Paffrath lied

1 deliberately --

2 MR. BUNDREN: Objection to the form.

3 BY MR. HORWITZ:

4 Q. -- to Lampo?

5 MR. BUNDREN: Objection to the form,

6 argumentative.

7 **THE WITNESS: Could you re-ask the**

8 **question?**

9 BY MR. HORWITZ:

10 Q. Did you previously testify that Mr. Paffrath

11 deliberately lied to Lampo?

12 MR. BUNDREN: Objection to the form,

13 asked and answered.

14 **THE WITNESS: I previously testified that**

15 **he misrepresented his intentions.**

16 BY MR. HORWITZ:

17 Q. Deliberately; is that correct?

18 **A. Deliberately.**

19 Q. And how do you know that?

20 MR. BUNDREN: Objection to the form.

21 This witness is not a Rule 30(b)(6) witness.

22 You can answer.

23 **THE WITNESS: He suggested it, that he**

24 **should do it in one video, and he confirmed that he**

25 **did it in a second video.**

1 BY MR. HORWITZ:

2 Q. Is it your testimony that the statements that

3 he made in the videos were true?

4 MR. BUNDREN: Objection to the form.

5 This witness is not a Rule 30(b)(6) representative.

6 And this witness has already testified about the

7 false matters that were referenced in the videos so

8 it's been asked and answered.

9 **THE WITNESS: To my knowledge, his**

10 **statements were true. He made them. I don't...**

11 BY MR. HORWITZ:

12 Q. Are all of the statements in the video true?

13 MR. BUNDREN: Objection to the form,

14 asked and answered.

15 **THE WITNESS: No.**

16 BY MR. HORWITZ:

17 Q. How are you determining which statements in

18 the videos are true and which ones are deliberate

19 lies?

20 MR. BUNDREN: Objection to the form.

21 This witness is not a 30(b)(6) representative.

22 Subject to that, you can answer.

23 **THE WITNESS: I don't know.**

24 BY MR. HORWITZ:

25 Q. Are you just guessing?

1 MR. BUNDREN: Objection to the form, same

2 objection, and argumentative.

3 **THE WITNESS: Some of the statements that**

4 **he claims to be true that I know are not true because**

5 **I know he makes a claim about something we do or do**

6 **not do that I happen to know make that statement**

7 **false. When he makes his statement of what -- that**

8 **he intentionally infiltrated our ELP program to**

9 **expose it, I'm taking him -- it's -- I don't -- I**

10 **don't have personal knowledge that that is an untrue**

11 **statement the way that I do the other statements I**

12 **said were false.**

13 BY MR. HORWITZ:

14 Q. Do you know which ZIP codes Kevin Paffrath

15 has done business in?

16 **A. No, I do not.**

17 Q. But you accused him of deliberately

18 misrepresenting which ZIP codes he has done business

19 in; is that correct?

20 MR. BUNDREN: Objection to the form.

21 **THE WITNESS: That's correct.**

22 BY MR. HORWITZ:

23 Q. Based on statements in the videos --

24 MR. BUNDREN: Objection to the form.

25 BY MR. HORWITZ:

1 Q. -- is that correct?

2 **A. That's correct.**

3 Q. But you have no personal knowledge to dispute

4 the accuracy of the ZIP codes that he submitted; is

5 that correct?

6 MR. BUNDREN: Objection to form, asked

7 and answered, argumentative.

8 **THE WITNESS: That's correct.**

9 BY MR. HORWITZ:

10 Q. So walk me through it one more time. How do

11 you know which statements in the videos are true and

12 which ones are deliberate lies?

13 MR. BUNDREN: Objection to the form.

14 This has been asked multiple times now. It's been

15 asked and answered multiple times. It's unduly

16 repetitious and it's borderline harassing.

17 You can answer.

18 **THE WITNESS: Some of the statements that**

19 **I claimed were false were -- I claimed them as false**

20 **because I know he would make claims about us that I**

21 **know to be untrue because I know what we do. When he**

22 **claims that he intentionally infiltrated our program**

23 **to expose it and gave false ZIP codes, I do not have**

24 **evidence that that's a false statement.**

25 BY MR. HORWITZ:

1 Q. Do you have any evidence that the ZIP codes
 2 that he provided to Lampo were false?
 3 MR. BUNDREN: Objection to the form.
 4 This witness is not a 30(b)(6) representative.
 5 You can answer.
 6 **THE WITNESS: Just his statements that**
 7 **they were false.**
 8 BY MR. HORWITZ:
 9 Q. Other than the ZIP codes and the claims about
 10 his future intentions, do you claim that Mr. Paffrath
 11 made any other false statements to Lampo prior to the
 12 execution of the ELP agreement?
 13 MR. BUNDREN: Objection to form. This is
 14 not a 30(b)(6) deposition.
 15 Subject to that, you can answer.
 16 **THE WITNESS: Not that I remember. If I**
 17 **do, it's in the complaint, but not to my memory.**
 18 BY MR. HORWITZ:
 19 Q. Did you claim to have personal knowledge of
 20 anything that you alleged in your complaint that you
 21 did not, in fact, have personal knowledge about?
 22 MR. BUNDREN: Objection to form,
 23 argumentative, vague, and ambiguous.
 24 **THE WITNESS: Do you mind to re-ask the**
 25 **question?**

1 BY MR. HORWITZ:
 2 Q. Sure. Did you claim to have personal
 3 knowledge in the -- of the allegations in Lampo's
 4 verified complaint when you did not, in fact, have
 5 personal knowledge of them?
 6 MR. BUNDREN: Same objection.
 7 **THE WITNESS: No, not using our**
 8 **definition of personal knowledge in the beginning.**
 9 BY MR. HORWITZ:
 10 Q. And what was that definition again?
 11 MR. BUNDREN: Objection, asked and
 12 answered.
 13 **THE WITNESS: Firsthand or secondhand**
 14 **knowledge.**
 15 BY MR. HORWITZ:
 16 Q. Sir, I've just handed you a document entitled
 17 real estate promotional suite. Do you recognize this
 18 document?
 19 **A. Vaguely.**
 20 Q. Tell me roughly what we're looking at here.
 21 **A. This is a package to let ELPs with permission**
 22 **to use Dave's likeness, ELP logo in their advertising**
 23 **and signage, et cetera.**
 24 Q. Will you turn to page 2 of this agreement --
 25 or this promotional suite, please? Do you see the

1 paragraph that says at this time, a limited digital
 2 marketing license? It's in the middle of the page.
 3 **A. Yes.**
 4 Q. Will you read that section to me, please?
 5 **A. At this time, a limited digital marketing**
 6 **license is also included but will be restricted to**
 7 **only the following: E-mail signatures, organic**
 8 **social post, no paid or boosted promotions, applies**
 9 **to any and all social media platforms including but**
 10 **not limited to Facebook, Twitter, YouTube, LinkedIn,**
 11 **Snapchat.**
 12 Q. YouTube is listed as one of the social media
 13 platforms, is it not?
 14 MR. BUNDREN: Objection to the form,
 15 asked and answered.
 16 **THE WITNESS: It is.**
 17 BY MR. HORWITZ:
 18 Q. Was Mr. Paffrath given this limited digital
 19 marketing license as part of his ELP agreement?
 20 MR. BUNDREN: Objection to form,
 21 foundation.
 22 **THE WITNESS: I do not know.**
 23 BY MR. HORWITZ:
 24 Q. Are all ELPs given this limited digital
 25 marketing license --

1 MR. BUNDREN: Objection to the form,
 2 foundation.
 3 BY MR. HORWITZ:
 4 Q. -- after executing an ELP agreement?
 5 MR. BUNDREN: Same objection.
 6 **THE WITNESS: I am not sure.**
 7 BY MR. HORWITZ:
 8 Q. If I represented to you that Mr. Paffrath was
 9 provided this limited digital marketing license as
 10 part of his ELP agreement, would you have any reason
 11 to disagree with me?
 12 MR. BUNDREN: Objection to form, lacks a
 13 foundation. The witness already said he didn't know.
 14 You can answer.
 15 **THE WITNESS: I would not have a reason**
 16 **to disagree with you assuming you were telling me the**
 17 **truth.**
 18 BY MR. HORWITZ:
 19 Q. Would you agree that videos posted on YouTube
 20 are at issue in this action?
 21 **A. Yes.**
 22 Q. Would you agree with me that this digital
 23 marketing license allows ELPs to make organic social
 24 posts not including paid or boosted promotions on any
 25 and all social media platforms including but not

1 limited to Facebook, Twitter, YouTube, LinkedIn, and
2 Snapchat?

3 MR. BUNDREN: Objection to the form,
4 calls for a legal conclusion and the interpretation
5 of a document. Subject to that, he can answer.

6 **THE WITNESS: With permission, yes.**

7 BY MR. HORWITZ:

8 Q. With permission, was that your answer?

9 **A. Yes.**

10 Q. Where does it say that?

11 **A. In the ELP agreement.**

12 Q. Tell me what you're referring to.

13 **A. (Reviews document.) Other -- page 4, no
14 publicity or license other than as expressly provided
15 herein. Neither party shall make any public
16 statement, press release, or marketing material that
17 uses the other's name, likeness, brand, or any
18 associated marks without the expressed written
19 permission of the other.**

20 Q. Sir, is this digital marketing license
21 expressed written permission conferred by Lampo?

22 MR. BUNDREN: Objection to form, calls
23 for an answer from a 30(b)(6) witness, which this
24 witness hasn't been designated as such.

25 **THE WITNESS: I do not know if this**

1 **document grants that permission or if this document
2 outlines how to use the permission given in some
3 other way.**

4 BY MR. HORWITZ:

5 Q. Well, let's read the section that says what
6 not to do. Will you please read the first two
7 sentences of that section, please?

8 **A. At this time, marketing parameters will be
9 restricted to the list above. Please do not use the
10 ELP or Ramsey brands in any form of website or
11 digital presence without the expressed written
12 permission from the VP of real estate. At this time,
13 restricted forms of marketing and marketing using the
14 ELP and Ramsey brands will include any form of paid
15 media, both digital and out of home, including but
16 not limited to paid or boosted social, paid search,
17 television, radio, and digital audio, cinema, gas
18 station networks, local paid and earned media, out of
19 home digital screens, and billboards.**

20 Q. Sir, is it your position that ELP agents are
21 not permitted to reference their connection to Lampo
22 in their e-mail signatures or in organic social posts
23 without first securing permission outside of this
24 document?

25 MR. BUNDREN: Objection. This witness is

1 not a 30(b)(6) representative.

2 You can answer.

3 **THE WITNESS: Yes, that is my
4 understanding.**

5 BY MR. HORWITZ:

6 Q. When does the license conferred by this
7 document expire?

8 MR. BUNDREN: Objection to the form,
9 calls for a legal conclusion.

10 **THE WITNESS: I do not know.**

11 BY MR. HORWITZ:

12 Q. Does it afford ELP agents an opportunity to
13 use Lampo's -- withdrawn. Let me restate that
14 question. After the ELP agreement is terminated by
15 either party, do ELP agents still have a digital
16 marketing license for Lampo?

17 MR. BUNDREN: Objection to form, lack of
18 foundation.

19 **THE WITNESS: It is my understanding that
20 they do not.**

21 BY MR. HORWITZ:

22 Q. Is that because section 4 of the ELP
23 agreement expires upon termination?

24 MR. BUNDREN: Objection to form, calls
25 for a legal conclusion.

1 **THE WITNESS: I don't know if there's
2 another document that gives this permission
3 (indicating). If there is, that document should
4 clarify when it's given and when it's revoked but I
5 don't have knowledge of that.**

6 BY MR. HORWITZ:

7 Q. But you would agree that after an ELP
8 agreement is terminated ELP agents no longer have
9 this digital marketing license, correct?

10 **A. That is my understanding.**

11 Q. Sir, are you aware of anytime after October
12 8th, 2018, when Mr. Paffrath -- sorry, let me
13 withdraw that question. Are you aware of anytime
14 prior to October 8th, 2018, where Mr. Paffrath shared
15 information that Lampo asserts is confidential?

16 MR. BUNDREN: Objection to the form,
17 calls for an answer to be given by a Rule 30(b)(6)
18 representative and not this witness here.

19 Subject to that, you can answer.

20 **THE WITNESS: I'm not.**

21 BY MR. HORWITZ:

22 Q. In fact, just a few days ago, you swore under
23 oath that plaintiff is unaware of an instance where
24 defendants shared plaintiff's confidential
25 information with a third party prior to October 8th,

1 2018, did you not?
 2 **A. That's correct.**
 3 Q. Are you familiar with Lampo's process for
 4 generating leads and referring them to ELP agents?
 5 **A. Yes.**
 6 Q. Can you describe that process to me, please.
 7 **A. An individual comes to the Dave Ramsey**
 8 **website and clicks on ELP, fills out a form that is**
 9 **sent to the ELP to contact the individual and they**
 10 **are connected and do business.**
 11 Q. Does anyone from -- does any employee of
 12 Lampo speak to a lead before referring it to an ELP
 13 agent?
 14 MR. BUNDREN: Objection, lack of
 15 foundation.
 16 **THE WITNESS: Sometimes.**
 17 BY MR. HORWITZ:
 18 Q. What percentage of the time?
 19 **A. Very small, less than 5.**
 20 Q. Is it true that over 95 percent of the time
 21 no employee of Lampo speaks to a prospective lead
 22 before referring that lead to an ELP agent?
 23 MR. BUNDREN: Objection to the form,
 24 asked and answered.
 25 **THE WITNESS: I do not disagree.**

1 BY MR. HORWITZ:
 2 Q. That's correct, is it not?
 3 **A. I don't have -- that's a good estimate. I**
 4 **don't have the exact number but I don't disagree with**
 5 **that estimate.**
 6 Q. Is it fair to say that approximately 95
 7 percent of the time no employee of Lampo speaks to a
 8 prospective lead before referring that lead to an ELP
 9 agent?
 10 MR. BUNDREN: Objection to the form,
 11 asked and answered.
 12 **THE WITNESS: Yes.**
 13 BY MR. HORWITZ:
 14 Q. Are you familiar with Lampo's process for
 15 vetting and hiring prospective ELP agents?
 16 **A. Yes.**
 17 Q. Will you describe that process to me, please?
 18 **A. A real estate agent applies to become an ELP,**
 19 **is then contacted and interviewed by an employee of**
 20 **Lampo and they review a list of qualifications. And**
 21 **if that is acceptable, the person is accepted and**
 22 **approved to -- they become an ELP. They are sent**
 23 **some materials including the log-in for the ELP hub**
 24 **and they are connected with their coach and then**
 25 **they, after that, begin receiving referrals.**

1 Q. Approximately how many conversations does an
 2 employee of Lampo have with a prospective ELP agent
 3 before that agent is hired?
 4 MR. BUNDREN: Objection, lack of
 5 foundation, speculation.
 6 **THE WITNESS: I do not know.**
 7 BY MR. HORWITZ:
 8 Q. Approximately how long does an employee of
 9 Lampo spend speaking with a prospective ELP agent
 10 before the ELP agent is hired?
 11 MR. BUNDREN: Objection, lack of
 12 foundation, speculation.
 13 **THE WITNESS: I do not know.**
 14 BY MR. HORWITZ:
 15 Q. Approximately how many employees of Lampo
 16 speak to prospective ELP agents before ELP agents are
 17 hired?
 18 MR. BUNDREN: Objection to the form, lack
 19 of foundation, speculation.
 20 **THE WITNESS: I do not know the exact**
 21 **number.**
 22 BY MR. HORWITZ:
 23 Q. Sir, have you previously described the
 24 vetting process that Lampo conducts when evaluating
 25 prospective ELP agents as thorough?

1 **A. Yes.**
 2 Q. Would you agree with me that you do not know
 3 how many times an employee of Lampo speaks with a
 4 prospective ELP agent before hiring that person?
 5 MR. BUNDREN: Objection to form, asked
 6 and answered.
 7 **THE WITNESS: I agree I do not know the**
 8 **exact number.**
 9 BY MR. HORWITZ:
 10 Q. Would you agree with me that you do not know
 11 how long an employee of Lampo speaks with the
 12 prospective ELP agent before the ELP agent is hired?
 13 MR. BUNDREN: Same objection, asked and
 14 answered.
 15 **THE WITNESS: I agree I do not know the**
 16 **exact amount of time.**
 17 BY MR. HORWITZ:
 18 Q. Would you agree with me that you do not know
 19 how many employees of Lampo speak with a prospective
 20 ELP agent before the ELP agent is hired?
 21 MR. BUNDREN: Objection, asked and
 22 answered.
 23 **THE WITNESS: I agree I do not know the**
 24 **exact number of employees.**
 25 BY MR. HORWITZ:

1 Q. You've just qualified those answers by saying
2 the exact. Do you have an approximation of the
3 number of conversations an employee employed by Lampo
4 has with a prospective ELP agent before the ELP agent
5 is hired?

6 **A. I'd rather not guess.**

7 Q. You really have no idea, do you?

8 MR. BUNDREN: Objection to form,
9 argumentative.

10 **THE WITNESS: I don't know the exact
11 number and I'd rather not guess.**

12 BY MR. HORWITZ:

13 Q. Do you know an approximate number?

14 **A. I'd rather not guess.**

15 Q. Based on what facts do you contend that
16 Lampo's vetting of ELP -- of prospective ELP agents
17 is thorough?

18 MR. BUNDREN: Objection to form, asked
19 and answered. This is also a Rule 30(b)(6) -- more
20 appropriate topic for that kind of witness and it has
21 not been noticed here.

22 You can answer.

23 **THE WITNESS: The application process has
24 a lot of information about how long the person has
25 been in the business, what sort of team they have to**

1 **I'm not sure.**

2 BY MR. HORWITZ:

3 Q. Are all ELP agents successful in your
4 estimation?

5 MR. BUNDREN: Objection to form,
6 foundation and argumentative.

7 **THE WITNESS: No.**

8 BY MR. HORWITZ:

9 Q. What do you consider successful?

10 **A. That they make all efforts to serve all of
11 the referrals that are interested in buying or
12 selling a home and help the ones that are -- have
13 intention of buying or selling a home, help them get
14 through that process successfully.**

15 Q. Does the rate of successful sales factor into
16 your assessment of the success?

17 MR. BUNDREN: Objection to form.

18 **THE WITNESS: Yes, it does factor in.**

19 BY MR. HORWITZ:

20 Q. And what do you consider a high rate of
21 successful sales?

22 **A. My estimate is 15 percent.**

23 Q. Would be high?

24 **A. Not the highest but above average.**

25 Q. Would you consider a 15 percent successful

1 **support a large number of referrals, how many
2 transactions they close annually in the areas -- the
3 total and in the areas that they work, their
4 familiarity with Dave Ramsey and what to expect from
5 Dave Ramsey fans. Then there is an interview process
6 to talk through each one of those things and also to
7 discuss some uniquenesses of a Dave Ramsey referral
8 versus a non Dave Ramsey referral discussing some
9 best practices. And then we -- at that point, if all
10 is acceptable and they agree to the coaching
11 relationship we discussed earlier, then they would
12 begin by receiving their first referrals and review
13 would be done as they're receiving their first
14 referrals to discuss how that's going.**

15 BY MR. HORWITZ:

16 Q. Do you independently verify the information
17 that prospective ELP agents submit through your
18 online form?

19 MR. BUNDREN: Objection to form, lack of
20 foundation, and this witness is not a 30(b)(6), not a
21 corporate representative.

22 **THE WITNESS: I do not have personal
23 knowledge that we independently verify that
24 information. Some of it -- licensure, some of those
25 things but maybe not everything in the application.**

1 closing rate good?

2 MR. BUNDREN: Objection to form, asked
3 and answered.

4 **THE WITNESS: It is better than almost
5 all companies that are in this business.**

6 BY MR. HORWITZ:

7 Q. And what business specifically is that?

8 **A. In -- that deal with ELP referrals.**

9 Q. The referral service business; is that
10 correct?

11 **A. Real estate referral, yes.**

12 Q. And you mentioned that approximately 95
13 percent of prospective leads do not have a
14 conversation with an employee at Lampo; is that
15 correct?

16 **A. That's correct.**

17 MR. BUNDREN: Objection to form, asked
18 and answered.

19 **THE WITNESS: That's correct.**

20 BY MR. HORWITZ:

21 Q. Would it be fair to characterize Lampo as a
22 hand-off service between prospective leads and ELP
23 agents?

24 MR. BUNDREN: Objection to form, lack of
25 foundation, argumentative.

1 **THE WITNESS: Do you mind to define**
 2 **hand-off service?**
 3 BY MR. HORWITZ:
 4 Q. Whatever it means to you.
 5 **A. No.**
 6 MR. BUNDREN: Objection.
 7 **THE WITNESS: I would not characterize**
 8 **it.**
 9 BY MR. HORWITZ:
 10 Q. Why not?
 11 **A. To me, hand-off implies that there is not a**
 12 **lot of effort made to send quality referrals to**
 13 **quality agents and we put a great deal of effort into**
 14 **both of those.**
 15 Q. Would other people be entitled to have a
 16 different opinion of the meaning of hand-off service?
 17 MR. BUNDREN: Objection, vague, and
 18 ambiguous, speculation, and argumentative.
 19 **THE WITNESS: They would be entitled.**
 20 BY MR. HORWITZ:
 21 Q. You sued Mr. Paffrath for calling Lampo a
 22 hand-off service?
 23 MR. BUNDREN: Objection to form. Mr.
 24 Galloway hasn't sued anybody.
 25 MR. HORWITZ: Can you please stop making

1 speaking objections?
 2 MR. BUNDREN: I -- it's not --
 3 MR. HORWITZ: You can --
 4 MR. BUNDREN: -- a speaking objection.
 5 MR. HORWITZ: You can --
 6 MR. BUNDREN: I'll tell you what the rule
 7 states if you want to read it.
 8 MR. HORWITZ: You can object to the form
 9 but you've got to stop answering questions for your
 10 witness.
 11 MR. BUNDREN: That's not true. Let me
 12 tell you what the law states. To the extent that
 13 counsel makes a generic objection to form but failed
 14 to specify the basis for that objection, the Court
 15 considers those objections to be waived. So I will
 16 continue to state the basis for the objection because
 17 if I don't, you'll take the position that they've
 18 been waived.
 19 BY MR. HORWITZ:
 20 Q. Has Lampo sued Kevin Paffrath for describing
 21 Lampo as a hand-off service?
 22 MR. BUNDREN: Objection to form. That's
 23 a Rule 30(b)(6) topic and more appropriate for a Rule
 24 30(b)(6) witness, which Mr. Galloway has not been
 25 designated as such.

1 **THE WITNESS: Lampo's suing Mr. Paffrath**
 2 **for everything that is in the complaint, not**
 3 **specifically for calling us a hand-off service.**
 4 BY MR. HORWITZ:
 5 Q. And you verified this complaint, did you not?
 6 **A. I did.**
 7 Q. The allegations in it, you verified them?
 8 **A. Yes.**
 9 Q. So when your attorney claims, you know,
 10 perhaps you don't have any information about this, no
 11 foundation for asking these questions about
 12 allegations in your complaint, are we to assume that
 13 you verified allegations that you don't know to be
 14 true?
 15 MR. BUNDREN: Objection to form,
 16 argumentative.
 17 **THE WITNESS: No.**
 18 BY MR. HORWITZ:
 19 Q. You do know stuff about this complaint, do
 20 you not?
 21 **A. Yes.**
 22 Q. When I asked you questions about allegations
 23 in this complaint, you -- there is a foundation for
 24 me asking those because you verified them; is that
 25 correct?

1 MR. BUNDREN: Objection to form. He's
 2 not a lawyer.
 3 **THE WITNESS: I did verify the**
 4 **allegations.**
 5 BY MR. HORWITZ:
 6 Q. Is there any provision of the ELP agreement
 7 that you believe entitles Lampo to secure the return
 8 of information that Lampo claims is confidential?
 9 MR. BUNDREN: Objection, calls for a
 10 legal conclusion.
 11 **THE WITNESS: (Reviews document.) I do**
 12 **not see in the agreement where it discusses the**
 13 **return of confidential information.**
 14 BY MR. HORWITZ:
 15 Q. Is it possible that such a provision doesn't
 16 exist?
 17 MR. BUNDREN: Objection to the form,
 18 calls for a legal conclusion and argumentative.
 19 **THE WITNESS: Yes.**
 20 BY MR. HORWITZ:
 21 Q. Have you exchanged any e-mails with other
 22 members of The Lampo Group regarding the facts of
 23 this litigation?
 24 MR. BUNDREN: Objection to form, vague
 25 and ambiguous.

1 **THE WITNESS: Yes.**
 2 BY MR. HORWITZ:
 3 Q. Who are those individuals?
 4 **A. They were all including my general counsel,**
 5 **Matt Blackburn. And I do not know exactly who else**
 6 **was on that chain a year ago. I have given those to**
 7 **my legal counsel.**
 8 Q. Have you ever had conversations with anyone
 9 other than Matt Blackburn about this litigation?
 10 **A. Yes.**
 11 Q. Who are those individuals?
 12 **A. Other members of my leadership team.**
 13 Q. Can you give me the names?
 14 **A. Mark Floyd. I do not recall who all the**
 15 **other folks were. I have given those e-mails to my**
 16 **attorneys.**
 17 Q. I'm not looking for e-mails here. I'm
 18 looking for conversations.
 19 **A. Conversations. Dave Ramsey, Mark Floyd. Any**
 20 **conversation?**
 21 Q. About this litigation, yes.
 22 **A. Suzanne Sims. That's all that I'm positive**
 23 **of.**
 24 Q. Were these one-to-one conversations?
 25 **A. They were -- some of them were one to one.**

1 Q. What were the approximate dates of your
 2 one-to-one conversations with Mark Floyd?
 3 **A. I do not recall all the dates of any**
 4 **conversation with Mark Floyd.**
 5 Q. Approximately how many conversations do you
 6 think you may have had with Mark Floyd?
 7 **A. Five or less.**
 8 Q. Do you recall the dates of any one-to-one
 9 conversations with Dave Ramsey about this litigation?
 10 **A. I gave him very brief updates as recently as**
 11 **last week.**
 12 Q. What about before that?
 13 **A. He would have been included in some of the**
 14 **e-mail conversation with counsel but those were not**
 15 **one-to-one conversations.**
 16 Q. Did you have any other one-to-one
 17 conversations with Dave Ramsey about this litigation?
 18 **A. No. I've had no one-to-one conversations**
 19 **with Dave Ramsey about this.**
 20 Q. What about Suzanne Sims?
 21 **A. No. These are people that -- these other**
 22 **people are people who may have been copied on an**
 23 **e-mail or in a meeting where a conversation took**
 24 **place.**
 25 Q. You said as recently as last week you gave

1 him a brief update regarding this litigation; is that
 2 correct?
 3 **A. That's correct.**
 4 Q. Was it just the two of you?
 5 **A. No.**
 6 Q. Who else was there?
 7 **A. Mark Floyd. One meeting was with Mark Floyd,**
 8 **Dave, and I.**
 9 Q. That was last week?
 10 **A. Yes.**
 11 Q. Was your legal counsel there?
 12 **A. Our legal counsel is no longer employed by**
 13 **us. No.**
 14 Q. Was there any attorney representing you
 15 present?
 16 **A. No.**
 17 Q. What did you discuss during that meeting?
 18 **A. It was -- I had discussed -- I gave him an**
 19 **update on I had spent some time with these guys**
 20 **preparing for today and I gave him an update on that.**
 21 **I wasn't sure he even knew the depositions were this**
 22 **week and so I wanted him to know.**
 23 Q. Do you recall specifically what you told him?
 24 **A. I just discussed with him my preparation time**
 25 **and discussions with my attorneys.**

1 Q. Approximately how long did this conversation
 2 last?
 3 **A. Ten minutes.**
 4 Q. Do you recall the details of any questions
 5 that he asked you?
 6 **A. No, he did not ask questions. I -- he did**
 7 **not ask questions.**
 8 Q. And you said Mark Floyd was there for that
 9 conversation; is that correct?
 10 **A. That's --**
 11 MR. BUNDREN: Objection to form.
 12 **THE WITNESS: That's correct.**
 13 BY MR. HORWITZ:
 14 Q. And you said you talked about your
 15 preparation for this deposition. What did you talk
 16 about?
 17 **A. I told him that I had met with Brandon and**
 18 **Todd in my office to prepare for deposition, and that**
 19 **it was on Tuesday, and that I would be out all day**
 20 **Tuesday, and Mitch Riddle would be out all day**
 21 **Wednesday.**
 22 Q. Did you talk about the details of any things
 23 that you expected to be deposed about?
 24 **A. No.**
 25 Q. What was the date of this conversation?

1 **A. I do not recall the exact date.**
 2 Q. You said it was last week, though?
 3 **A. Yes.**
 4 Q. To your knowledge, has anyone else at Lampo
 5 had one-to-one conversations with Dave Ramsey --
 6 MR. BUNDREN: Objection, speculation.
 7 BY MR. HORWITZ:
 8 Q. -- regarding this litigation?
 9 MR. BUNDREN: Objection, speculation, no
 10 foundation.
 11 **THE WITNESS: No.**
 12 BY MR. HORWITZ:
 13 Q. Sir, do you contend that Lampo's tax returns
 14 would demonstrate harm arising from the publication
 15 of the YouTube videos at issue in this action?
 16 MR. BUNDREN: Objection to the form.
 17 That is a topic for a Rule 30(b)(6) deposition as
 18 phrased and Mr. Galloway's not been designated as
 19 such.
 20 To the extent you're aware, you can
 21 answer.
 22 **THE WITNESS: No.**
 23 BY MR. HORWITZ:
 24 Q. What about revenue statements?
 25 MR. BUNDREN: Same objection.

1 **THE WITNESS: No.**
 2 MR. HORWITZ: Those are my questions.
 3 MR. BUNDREN: Mr. Horwitz, I think I've
 4 had an opportunity to consider your request about the
 5 ELP questions that you posed earlier that we
 6 instructed the witness not to answer. If you would
 7 like to re-ask those questions, I would like to give
 8 you the opportunity to do so so that we don't have to
 9 burden the Court with an issue. I want to make sure,
 10 though, that you have the opportunity to do that. If
 11 you come close to a line which I consider to be an
 12 issue, I'll let you know but I want to give you that
 13 opportunity.
 14 MR. HORWITZ: This is about the numbers?
 15 MR. BUNDREN: Correct. Yes.
 16 BY MR. HORWITZ:
 17 Q. Sir, is it possible that thousands of ELPs
 18 have signed an agreement just like this one?
 19 **A. Yes.**
 20 Q. And that agreement does not provide for the
 21 return of confidential information following
 22 termination of the agreement, does it?
 23 MR. BUNDREN: Object to form, calls for a
 24 legal conclusion.
 25 You can answer.

1 **THE WITNESS: Not to my knowledge.**
 2 BY MR. HORWITZ:
 3 Q. This agreement provides that section 15,
 4 indemnification and payment obligations of this
 5 agreement will survive any such expiration or
 6 termination of this agreement, does it not?
 7 MR. BUNDREN: Objection to form. That's
 8 been asked and answered multiple times.
 9 **THE WITNESS: It does.**
 10 BY MR. HORWITZ:
 11 Q. Confidential information is discussed at
 12 section 6 and not at section 15; is that correct?
 13 MR. BUNDREN: Objection to form. It's
 14 been asked and answered multiple times; also calls
 15 for a legal conclusion.
 16 **THE WITNESS: That's correct.**
 17 BY MR. HORWITZ:
 18 Q. Are all ELP agents afforded access to the
 19 same confidential information that you contend was
 20 published in this matter?
 21 **A. Yes.**
 22 Q. After an ELP agreement is terminated, does
 23 Lampo ask ELP agents to return confidential
 24 information?
 25 MR. BUNDREN: Objection to form. It's

1 been asked and answered and it's more appropriate for
 2 a Rule 30(b)(6) deposition as asked.
 3 **THE WITNESS: Not to my knowledge.**
 4 MR. HORWITZ: Let's take five minutes if
 5 that's okay.
 6 MR. BUNDREN: Sure.
 7 (Short break.)
 8 MR. HORWITZ: Back on the record. Just a
 9 couple of housekeeping matters. I'm gonna make
 10 interrogatories and requests for production and
 11 responses the next exhibit.
 12 (WHEREUPON, the above-mentioned document
 13 was marked as Exhibit Number 9.)
 14 MR. HORWITZ: I want to make the ELP
 15 agreement between Kevin Paffrath and The Lampo Group
 16 the exhibit after that.
 17 (WHEREUPON, the above-mentioned document
 18 was marked as Exhibit Number 10.)
 19 MR. HORWITZ: I'm going to make Lampo's
 20 verified complaint the exhibit after that.
 21 (WHEREUPON, the above-mentioned document
 22 was marked as Exhibit Number 11.)
 23 MR. HORWITZ: And I'm going to make the
 24 promotional suite that we were discussing the exhibit
 25 after that.

1 (WHEREUPON, the above-mentioned document
 2 was marked as Exhibit Number 12.)
 3 MR. HORWITZ: And without going into the
 4 details of it -- I know we decided we weren't going
 5 to do that but we talked about it earlier. I'm going
 6 to make the article that we talked about at the
 7 beginning of this matter the exhibit after that.
 8 (WHEREUPON, the above-mentioned document
 9 was marked as Exhibit Number 13.)
 10 BY MR. HORWITZ:
 11 Q. I only have two more very short areas of
 12 inquiry.
 13 MR. BUNDREN: I'm sorry, can I -- which
 14 exhibit does that start with?
 15 THE REPORTER: It starts with Number 9.
 16 MR. BUNDREN: Number 9. Okay.
 17 BY MR. HORWITZ:
 18 Q. How do prospective clients or referrals
 19 generated through the ELP program know the fees that
 20 Lampo generates from a successful sale?
 21 **A. We have a disclosure on our website.**
 22 Q. And what does that disclosure say?
 23 **A. I don't remember exactly.**
 24 Q. Does it specify a dollar figure?
 25 **A. I don't recall what -- exactly what it says.**

1 **I know that it's there and that we follow real estate**
 2 **audit rules and guidelines.**
 3 Q. I'm not saying you've done anything wrong.
 4 I'm just trying to figure out if I am a customer who
 5 signs up through your website and my information gets
 6 referred to an ELP agent --
 7 **A. Uh-huh.**
 8 Q. -- how I would know how much Lampo is making
 9 from that sale.
 10 MR. BUNDREN: Objection to form.
 11 You can answer.
 12 **THE WITNESS: I don't know.**
 13 BY MR. HORWITZ:
 14 Q. If you don't know, is it fair that Kevin
 15 Paffrath also might not know?
 16 MR. BUNDREN: Objection to form,
 17 speculation.
 18 **THE WITNESS: I'm a little confused by**
 19 **your question because Kevin was told what the fees**
 20 **were as a potential ELP.**
 21 BY MR. HORWITZ:
 22 Q. I'm talking about how customers would know
 23 the answer.
 24 **A. Okay.**
 25 Q. And you told me that you don't know how

1 customers would know that answer; is that correct?
 2 **A. I --**
 3 MR. BUNDREN: Objection to form. That's
 4 not what he said.
 5 **THE WITNESS: I know that it's disclosed**
 6 **on the website. I don't know what the language is.**
 7 BY MR. HORWITZ:
 8 Q. Or the specific amount that's disclosed?
 9 **A. That's correct, I don't know what is dis- --**
 10 **I don't -- I don't recall what the disclosure says.**
 11 Q. Do you recall where specifically on the
 12 website one would go to find that information?
 13 MR. BUNDREN: Objection to form, asked
 14 and answered.
 15 **THE WITNESS: No.**
 16 BY MR. HORWITZ:
 17 Q. If I were to try to find out that information
 18 by visiting your website, do you know what I would
 19 click to find that information?
 20 MR. BUNDREN: Objection to form,
 21 speculation, asked and answered.
 22 **THE WITNESS: I don't know exactly where**
 23 **it's located on our website.**
 24 BY MR. HORWITZ:
 25 Q. One of the allegations in this complaint

1 involves Mr. Paffrath saying that Lampo doesn't
 2 disclose, or something of that nature, the fees --
 3 I'm not trying to quote anything here -- the fees
 4 that it receives to customers. And we had previously
 5 discussed that there were statements in some of the
 6 videos that you thought Mr. Paffrath was lying about.
 7 I say this only to preface my next question, which is
 8 how -- do you have any personal knowledge that would
 9 help you identify when Mr. Paffrath is lying about
 10 something versus when he is just wrong about
 11 something?
 12 MR. BUNDREN: Objection to the
 13 predicated statement.
 14 You can answer.
 15 **THE WITNESS: I don't have personal**
 16 **knowledge to distinguish between him being incorrect**
 17 **or intentionally lying.**
 18 BY MR. HORWITZ:
 19 Q. Do you know anyone else at Lampo who might
 20 have that information?
 21 MR. BUNDREN: Objection, speculation.
 22 **THE WITNESS: No.**
 23 MR. HORWITZ: Those are my questions.
 24 MR. BUNDREN: We will pass the witness.
 25 We'll reserve -- reserve our questions 'til the time

1 of trial. The witness will read and sign.
 2 **THE WITNESS: Okay.**
 3 THE REPORTER: Are you wanting to order
 4 this at this point?
 5 MR. HORWITZ: Yes.
 6 THE REPORTER: And what about you;
 7 obviously, a copy?
 8 MR. BUNDREN: Do you have the E-tran?
 9 THE REPORTER: Uh-huh.
 10 MR. BUNDREN: What's your -- what's your
 11 format? Usually PTX is --
 12 THE REPORTER: It is PTX.
 13 MR. BUNDREN: Do you have that?
 14 THE REPORTER: Uh-huh.
 15 MR. BUNDREN: Okay. Do you link the
 16 exhibits?
 17 THE REPORTER: We do.
 18 MR. BUNDREN: Okay. Let's do that.
 19 FURTHER DEPONENT SAITH NOT

REPORTER'S CERTIFICATE

1
 2
 3 STATE OF TENNESSEE
 4 COUNTY OF DAVIDSON
 5 I, SARAH N. LINDER, Licensed Court Reporter,
 6 with offices in Nashville, Tennessee, hereby certify
 7 that I reported the foregoing deposition of JACK
 8 BOONE GALLOWAY, JR., by machine shorthand to the best
 9 of my skills and abilities, and thereafter the same
 10 was reduced to typewritten form by me.
 11 I further certify that I am not related to
 12 any of the parties named herein, nor their counsel,
 13 and have no interest, financial or otherwise, in the
 14 outcome of the proceedings.
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ERRATA PAGE

1
 2 I, JACK BOONE GALLOWAY, JR., having read the
 3 foregoing deposition, Pages 1 through 125, do hereby
 4 certify said testimony is a true and accurate
 5 transcript, with the following changes (if any):

PAGE	LINE	SHOULD HAVE BEEN
6	_____	_____
7	_____	_____
8	_____	_____
9	_____	_____
10	_____	_____
11	_____	_____
12	_____	_____
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15	_____	_____
16	_____	_____
17	_____	_____

 JACK BOONE GALLOWAY, JR.

 Notary Public

My Commission Expires: _____

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Exhibits

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